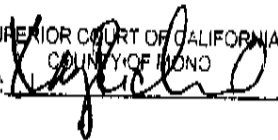


FILED

FEB 02 2022

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONO
BY: 

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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONO**

SAM STEUART, BRANDT EARHART, and
WILLIAM BERRIER, individually, and on
behalf of all other members of the general public
similarly situated,

Plaintiffs,

vs.

SQUAW VALLEY RESORT, LLC,
MAMMOTH MOUNTAIN SKI AREA, LLC,
AND SNOW SUMMIT, LLC; and DOES 1
THROUGH 100, inclusive,

Defendants.

Case No. 21UCM49

**DECLARATION OF ROBERT
OTTINGER IN SUPPORT OF
PLAINTIFFS MOTION TO APPROVE
REPRESENTATIVE PAGA ACTION
SETTLEMENT**

Date: March 3, 2022

Time: 9:30 a.m.

Location: Mammoth Lakes Courthouse

[Notice of Motion and Motion to Approve
PAGA Settlement; [Proposed] Order Filed
Concurrently Herewith]

Robert Ottinger (SBN 156825)
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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONO**

SAM STEUART, BRANDT EARHART, and
WILLIAM BERRIER, individually, and on
behalf of all other members of the general public
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1. I am a principal of The Ottinger Firm, P.C. in San Francisco, CA. Along with The Liu Law Firm, P.C., my firm represents Plaintiffs Sam Steuart, Brandt Earhart, and William Berrier (collectively, “Plaintiffs”) on behalf of themselves and all others similarly situated, in this action against Defendants Squaw Valley Resort, LLC, Mammoth Mountain Ski Area, LLC, and Snow Summit, LLC (collectively, “Defendants”). I make this declaration in support of the Motion to Approve Private Attorneys General Act Settlement.

3. I am aware of no conflicts of interest between myself and any aggrieved employee or between the Plaintiff and any aggrieved employee.

4. I graduated from Loyola Law School and received my Juris Doctor in June 1991. I received a B.A. degree from East Stroudsburg University in 1986. I have over 20 years of legal practice experience since graduating from law school in 1991. I was admitted to practice in California in December 1991, and in New York in 1996. I began my career by clerking for Judge Robert M. Mallano of the California Superior Court in Los Angeles, California from December 1991 to 1993 and, from 1993 to 1995, working as a Deputy Attorney General for the California Department of Justice handling criminal appeals and trials. From 1995 to 1997, I worked as an Assistant Attorney General at the New York State Office of the Attorney General where I handled employment and civil rights matters in federal court, including serving as lead trial counsel in over twelve federal jury trials involving civil rights and employment discrimination matters. I worked from 1997 through 1999 as an associate at the firm of Dienst & Serrins where I managed the firm's employment practice, represented plaintiffs in a wide range of employment matters, and served as lead trial counsel in 3 federal jury trials.

5. I started the Ottinger Firm in 1999. At the Ottinger Firm, I served as lead counsel in over two hundred employment cases involving a wide range of legal claims, a role in which I continue to engage. I have handled Fair Labor Standards Act cases since 2008. The Firm, in addition to this case, has

1 handled numerous class actions involving wage and hour claims. The Firm has represented/continues to
2 represent plaintiffs in, among others, the following class and/or collective actions and putative class
3 and/or collective actions:

- 4 a. *Spencer v. Bargain Land*, 10-CV-957 (E.D.N.Y)
- 5 b. *Mas v. Cumulus Media Inc.*, 10-CV-01396 (N.D. Cal)
- 6 c. *Fouathia v. Gurwitch Products*, 10-CV-6411(S.D.N.Y)
- 7 d. *Me Gomez v. Bloomberg Technology, Inc.*, 10-CV-6412 (S.D.N.Y)
- 8 e. *Bardouille v. Goldman Sachs & Co.*, 10-CV-6412 (S.D.N.Y.)
- 9 f. *Ellis v. Ben's Asphalt, et al.*, 30-2009-00329394 (Cal. Orange Co. Sup. Court)
- 10 g. *Parnell v. Kroll On Track, Inc.*, 11-CV-0473 (S.D.N.Y)
- 11 h. *Landin v. UBS*, 10-CV-711 (S.D.N.Y)
- 12 i. *Mas v. Cumulus Media Partners*, 10-CV-1396 (N.D. Cal.)
- 13 j. *Martinez v. Forest Laboratories*, 10-CV-06032 (S.D.N.Y)
- 14 k. *Orgill v. Ingersoll-Rand Company*, 101142-2010 (S.D.N.Y)
- 15 l. *Staley v. Lifetouch, Inc.*, 10-CV-3464 (N.D. Cal)
- 16 m. *Dorn v. Eddington Security, Inc.*, 08-CV-10271 (S.D.N.Y)
- 17 n. *Olivia v. Executive Cellular Phones, Inc.*, 11-CV-3994 (S.D.N.Y)
- 18 o. *Vosilla v. Novo Nordisk, Inc.*, 11-CV-3744 (E.D.N.Y)
- 19 p. *Chisholm v. Sanofi-Aventis U.S. LLC*, 11-CV-7758 (S.D.N.Y)
- 20 q. *McKenzie v. Schulte Roth & Zabel, LLP*, 11-CV-3991 (S.D.N.Y)
- 21 r. *Cruz v. Shiseido Americas, Inc.*, 11-CV-6622 (S.D.N.Y)
- 22 s. *Doyle v. MapMyFitness*, 11-CV-05879 (D.N.J)
- 23 t. *Butt v. Megabus Northeast, LLC*, 11-CV-3993 (S.D.N.Y)
- 24 u. *Gomez v. Gravitas Technology, Inc.*, 10-CV-6412 (S.D.N.Y)
- 25 v. *Szu v. TGI Friday's, Inc.*, 12-CV-2707 (E.D.N.Y)
- 26 w. *Keller v. Axa Equitable Life Insurance Company*, 12-CV-4565 (S.D.N.Y)
- 27 x. *Lebron v. Apple-Metro, Inc.*, 12-CV-1870 (S.D.N.Y)
- 28 y. *Dalton v. Gem Financial Services, Inc.*, 15-CV-05636 (E.D.N.Y)

6. Among these cases, The Ottinger Firm has been appointed as class counsel in *Barouille v. Goldman Sachs & Co.*, 10-CV-4285, (S.D.N.Y); *Mas v. Cumulus Media Partners*, 10-CV-1396 (N.D. Cal); *Landin v. UBS*, 10-CV-711, (S.D.N.Y); *Martinez v. Forest Laboratories*, 10-CV-06032, (S.D.N.Y); *Orgill v. Ingersoll-Rand Company*, 101142/2010, (S.D.N.Y); *Butt v. Megabus Northeast, LLC*, 11-CV-3993, (S.D.N.Y); *Gomez v. Gravitas Technology, Inc.*, 10-CV-6412, (S.D.N.Y); *Fouathia v. Gurwitch Products*, 10-CV-6411, (S.D.N.Y); *McKenzie v. Schulte Roth & Zabel, LLP*, 11-CV-3991, (S.D.N.Y); *Dorn v. Eddington Security*, 08-CV-10271, (S.D.N.Y), (co-counsel with Outten & Golden LLP); and *Lebron v. Apple-Metro, Inc.*, 12-CV-1411, (S.D.N.Y).

7. I have reviewed the concurrently filed Motion to Approve Private Attorneys General Act Settlement and supporting papers and, for the reasons set forth therein, agree that the Settlement and its terms are fair, adequate, and reasonable and warrant this Court's approval.

Procedural History

8. Pursuant California Private Attorneys General Act (“PAGA”), Plaintiff Earhart sent a notice to the California Labor and Workforce Development Agency (“LWDA”) indicating his intent to seek penalties under PAGA due to Defendants’ failure to reimburse business expenses, failure to pay for all hours worked, failure to timely pay wages, failure to pay wages upon discharge, failure to provide accurate wage statements, and failure to maintain payroll records on August 6, 2020. To date, Plaintiff Earhart has not received any response from the LWDA. Attached hereto as Exhibit “1” is a true and correct copy of Plaintiff Earhart’s letter to the LWDA.

9. On August 10, 2020, Plaintiff's Counsel sent a letter to Defendants' Counsel, inviting the company to explore a potential pre-litigation resolution of the class claims. The parties agreed to participate in mediation and entered into a tolling agreement effective September 10, 2020.

After significant meet and confer efforts, Defendants' Counsel agreed to produce employee policies, Plaintiffs' personnel records, timekeeping records, and summary statistics for ski/riding employees within the PAGA period. This data included the number of employees, pay periods, workweeks, and average hourly rate for the three major Alterra resorts in California: Squaw Valley/Alpine Meadows, Mammoth Mountain, and Big Bear Mountain. Alterra also produced personnel files for each Plaintiff. Each of the three plaintiffs had executed an arbitration agreement and meal break

1 waiver as a condition of their employment with Alterra.

2 10. Plaintiffs' Counsel conducted its own independent review and analysis using the
3 information provided by Defendants and evaluated the merits of all potential claims and defenses in this
4 matter. Plaintiffs' Counsel focused their investigation and legal research on the underlying merits of the
5 PAGA Members' claims, any potential defenses or procedural hurdles related to said claims, and the
6 damages entitled to PAGA Members.

7 11. Plaintiffs' Counsel conducted multiple in-depth interviews with Plaintiffs and numerous
8 additional witnesses employed by Defendants in California along with in depth background research on
9 Defendants, including reviewing Plaintiffs' personnel files, Alterra's website, job postings, and job duties
10 to obtain further information on the claims and defenses.

11 12. Plaintiffs' Counsel also sought and obtained from Defendants' corporate policies, payroll
12 data, and data regarding the number of individual PAGA Settlement Group Members.

13 13. Plaintiffs' Counsel continued to have numerous conferences and meetings with
14 Defendant's Counsel over the course of their prosecution of this matter.

15 14. In or around November 2020, the Parties agreed to pursue private mediation in an effort
16 to reach a resolution of all potential claims in this action. The Parties agreed that Defendants would
17 produce targeted discovery to allow Plaintiffs' Counsel to assess the merits of Plaintiffs' representative
18 claim. Consistent with that agreement, Defendants produced data on group size, compensation, and total
19 workweek information for PAGA Settlement Group Members from the Covered Period, and a sampling
20 of corporate employee policy and training documents related to breaks, time-keeping, and compensation
21 for relevant employees during the relevant time period.

22 15. The Parties participated in a full-day mediation session on April 13, 2021. Michael
23 Russell, Esq., an experienced wage and hour class action mediator, conducted the mediation. The parties
24 agreed to settle on a PAGA-only basis. The settlement discussions during and after mediation were
25 vigorous and conducted at arm's length.

26 16. At mediation, Defendants estimated that approximately 4,250 or fewer persons would
27 qualify as PAGA Settlement Group Members.

28 17. On May 20, 2021 Plaintiff Earhart sent an amended notice to the LWDA adding additional

1 violations of California law. To date, Plaintiff Earhart has not received any response from the LWDA to
2 his amended notice. Attached hereto as Exhibit “2” is the amended notice to the LWDA

3 18. The California Labor Workforce Development Agency (“LWDA”) is being served with a
4 copy of this Motion and the Settlement Agreement concurrently with the filing of this Motion through
5 its online processes as required by Labor Code § 2699(l), and therefore has notice of this PAGA
6 settlement and motion.

7 19. On October 13, 2021, Plaintiffs filed a representative action complaint *Earhart, et al. v.*
8 *Squaw Valley Resort, LLC, et al.* 21UCM49, in the Superior Court of the County of Mono County and
9 provided a copy to the LWDA on November 12, 2021. Attached hereto as Exhibit “3” is the Complaint.

10 **Hourly Rate, Lodestar, Work Expended, and Costs**

11 20. Attached as Exhibit “4” is a true and correct copy of the time and expenses incurred for
12 Plaintiffs’ Counsel in this case. This fee request is justified in light of our experience and the excellent
13 results we have achieved in the past as well the rates we have been awarded in the past.

14 21. My firm’s previous experience in litigating wage and hour class actions also supports the
15 reasonableness of the fee request, as does the caliber of opposing counsel. Our experience in similar
16 matters was integral in evaluating the strengths and weaknesses of the case against Defendant and the
17 reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires
18 particular attention to nuances concerning ever-evolving procedural and substantive issues.

19 22. I have reviewed the cost incurred in this action. In total, we have incurred an aggregate of
20 \$5,355.44 in unreimbursed costs and expenses thus far in prosecuting this case. The expenses include
21 court and process server fees, postage and courier fees, transportation, photocopies, electronic research
22 and Plaintiff’s share of the mediator’s fee. All the costs and expenses were reasonable and necessary to
23 bring this case to closure.

24 **The Settlement**

25 23. Plaintiffs calculated that the maximum potential PAGA penalties, assuming the Court
26 would “stack” penalties for similar and derivative violations, were approximately \$6.4 million, assuming
27 duplicative violations of the Labor Code provisions cited in the operative Complaint and associated
28 PAGA letter, and assuming maximum frequencies (every pay period where applicable).

1 24. This case presented particular hurdles, including the fact that Defendant had numerous
2 policies and practices in place that were designed to prevent the alleged Labor Code violations (e.g.,
3 providing employees with 15 minutes to don and 15 minutes to doff, obtaining meal break waivers from
4 employees, etc.), as well as the fact that the number and extent of violations differed across job titles,
5 locations, and individuals.

6 25. While Plaintiffs' Counsel believe that they could have proven violations based on, *inter*
7 *alia*, the data produced by Defendants and the witness interviews and other case evaluation/examination
8 performed by Plaintiffs' Counsel, Plaintiffs' Counsel recognizes that these claims faced significant risk
9 of failure.

10 26. In addition, Plaintiffs' Counsel acknowledges that even if they prevailed, the Court may
11 have exercised its discretion to lower the amount of PAGA penalties awarded, in light of Defendants'
12 efforts to comply with the Labor Code and the fact that many PAGA Settlement Group Members worked
13 only seasonally and/or part-time.

14 27. The Settlement Agreement creates a non-reversionary common fund of \$850,000.00 to
15 settle all claims against Defendant and covers PAGA Settlement Group Members' settlement awards,
16 service awards, attorneys' fees and costs, the Settlement Administrator's fees and costs, and all amounts
17 to be paid to the LWDA. Attached as Exhibit "5" is the Settlement Agreement.

18 28. The Settlement Agreement covers PAGA Settlement Group Members who are defined as
19 California non-exempt employees of Defendant during the Covered Period who were on-duty skiers and
20 riders, including, but not limited to, ski instructors, ski team coaches, lift operators, hosts, ski patrol and
21 associate on-mountain safety personnel, and other employees. Defendant estimates that the PAGA
22 Settlement Group Members consists of approximately 4,250 persons.

23 29. The Settlement Agreement provides that each PAGA Settlement Group Member will be
24 allocated a Settlement Share from 25% of the Net Settlement Amount, with the remaining 75% going to
25 the LWDA. The 25% available for distribution to the PAGA Settlement Group Members will be divided
26 equally. These payments will be made without withholdings and the Settlement Administrator will issue
27 IRS Form 1099s to the PAGA Settlement Group Members for each Settlement Share.

28 30. The proposed Settlement Agreement permits Plaintiff's attorneys to request fees in the

1 amount not to exceed two hundred ninety-seven thousand, five hundred dollars (\$297,500) or thirty-five
2 percent (35%) of the total settlement amount. Plaintiff's counsel is requesting attorneys' fees below the
3 agreed upon 35% and is seeking \$283,333.33, which is equal to 33 1/3% of the total settlement amount.

4 31. The settlement also allows Plaintiff's Counsel to seek reimbursement of actual and
5 reasonable costs in addition to fees in an amount not to exceed ten thousand dollars (\$10,000). Plaintiffs'
6 Counsel is seeking reimbursement for costs incurred in the amount of \$5,355.44.

7 32. In addition, the settlement provides for an incentive payment to each Plaintiff in an amount
8 up to five thousand dollars (\$5,000) per Plaintiff. While this incentive amount is greater than what
9 Plaintiffs would receive as members of the PAGA Settlement Group, it is merited by virtue of the hours
10 of work put into this matter by Plaintiffs, the general release of all claims executed by Plaintiffs, and the
11 risk Plaintiffs assumed by serving as representative named plaintiffs in this PAGA-only action, including
12 the fact that they can now be easily identified as litigants by future prospective employers.

13 33. The settlement also provides for reimbursement of reasonable Settlement Administrations
14 fees and costs. Plaintiff's Counsel proposes JND Legal Administration ("JND") as the Settlement
15 Administrator, pending Defendant's approval. JND is a well-established class action settlement
16 administrator and has substantial experience administering wage and hour class action settlements. JND
17 has agreed to administer the settlement for an amount not to exceed \$22,000 and estimates that the total
18 fees and expense will be approximately \$18,749.

19 34. Since this is a PAGA-only settlement, there is no claims process and no statutory right for
20 any PAGA Settlement Group Member to opt out or otherwise exclude themselves from the Settlement.

21 35. Defendant will provide the Administrator with a list of all PAGA Settlement Group
22 Members and necessary information for the Administrator to locate PAGA Settlement Group Members,
23 process payments, and process claims for payments. In the event settlement checks are returned to the
24 Administrator as undeliverable, or are not cashed within ninety (90) days after the Settlement
25 Administrator mails them, the Parties agree to make good faith efforts to work together to obtain current
26 contact information for any such PAGA Settlement Group Members.

27 36. Plaintiffs' counsel's lodestar as of the filing of this motion is \$173,969.00, which would
28 result in a multiplier of approximately 1.66.

37. Moreover, the cost items expended were reasonable and necessary for the successful prosecution of this case; Plaintiffs' Counsel could not have litigated the case as successfully as they did without having incurred each cost item. By the time of the settlement approval hearing, Plaintiffs' Counsel will have advanced significant costs in this case, without any reimbursement. Particularly for firms that perform the majority of their work on contingency, this places significant financial pressure on them, because such firms typically do not receive compensation for hours expended until months or years after the work is performed (and after the salaries are paid). These costs were advanced by Plaintiff's Counsel on a purely contingent basis; had there been no recovery, the costs would have been lost. Plaintiff's Counsel also seeks reimbursement without any addition for interest or the "time value of money."

38. The one-third fee is an appropriate percentage when compared to privately-negotiated contingency fee agreements, particularly in employment matters. Consistent with these benchmarks, Plaintiffs' Counsel's retainer agreements with Plaintiffs also authorize Class Counsel to seek up to 33-1/3% of the Gross Settlement Amount.

39. Each spent significant time assisting with Plaintiffs' Counsel's preparation of this case, communicated with Plaintiffs' Counsel during mediation, reviewed documents, assisted with informal discovery, and provided significant evidentiary support that helped Plaintiffs' Counsel obtain this Settlement on behalf of PAGA Settlement Group Members. Plaintiffs' efforts have also facilitated a significant payment to the State of California.

I declare, under the penalty of perjury, under the laws of the State of California that the foregoing is true and correct. Executed on this 2nd day of February 2022.


Robert Ottinger

EXHIBIT 1

OTTINGER

EMPLOYMENT LAWYERS

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robert@ottingerlaw.com

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OTTINGERLAW.COM

August 6, 2020

VIA ONLINE SUBMISSION:

California Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

VIA CERTIFIED MAIL:

Karen Sanford
Chief Legal Officer
Alterra Mountain Company U.S., Inc.
3501 Wazee St
Denver, CO 80216

**Re: PAGA Notice Pursuant to California Labor Code § 2699
Mr. Brandt Earhart / Alterra Mountain Company U.S., Inc.**

To Whom It May Concern:

Along with The Liu Law Firm, P.C., our firm represents aggrieved employee Brandt Earhart with respect to his wage and hour claims against Alterra Mountain Company U.S., Inc. ("Alterra"). Alterra is a company incorporated under the laws of the State of Delaware with its principal place of business and principal office in Denver, Colorado. Alterra is a privately held company that operates several ski resorts in the State of California, including Big Bear Mountain Resort, June Mountain, Mammoth Mountain, and Squaw Valley Alpine Meadows. Mr. Earhart worked at Alterra as a Ski and Snowboard Instructor from approximately 2018 until approximately March 2020.

Based on our investigation to date, we believe Alterra's company-wide policies and practices, as applied in the State of California, violate sections of the California Labor Code, including but not limited to violations of:

- (1) Labor Code § 2802, by requiring Mr. Earhart and other Alterra employees to purchase their own snowboarding and ski equipment and gear, but failing to pay them any reimbursement for the equipment, gear, and other necessary business expenses;
- (2) Labor Code §§ 510, 1194, 1197, and 1997.1, by failing to pay Mr. Earhart and other Alterra employees for all hours worked (including overtime hours),

including but not limited to time spent engaged in necessary maintenance of their equipment;

- (3) Labor Code §§ 204 and 210, by failing to timely pay wages to Mr. Earhart and other Alterra employees;
- (4) Labor Code §§ 201-203, by failing to pay Mr. Earhart and other former Alterra employees all earned wages upon discharge;
- (5) Labor Code § 226, by failing to furnish accurate wage statements to Mr. Earhart and other Alterra employees; and
- (6) Labor Code § 1174, by failing to maintain requisite payroll records for Mr. Earhart and other Alterra employees.

We further believe that all of the above violations have occurred at each of Alterra's locations in California, as a result of Alterra's company-wide policies and practices.

This letter serves as notice of Mr. Earhart's intent to seek civil penalties pursuant to the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* ("PAGA") for the violations alleged above. We request that the Labor & Workforce Development Agency ("LWDA") notify us if it intends to investigate the above allegations pursuant to PAGA. We also request that the LWDA inform us if it does not intend to investigate these violations, so that we may file a lawsuit asserting PAGA claims, or amend an existing complaint to add PAGA claims, to seek penalties on behalf of Mr. Earhart and all other employees who were subjected to Alterra's illegal policies and practices described above, including but not limited to all current and former Ski and Snowboarding Instructors who were employed by Alterra in California within the statutory period for the claims described above.

The facts and claims contained herein are based on the limited information available at the time of this writing. Therefore, if through further investigation, discovery, and/or expert review, we become aware of additional compensation or penalties owed to Mr. Earhart and/or other aggrieved employees, we reserve the right to revise these facts and/or add any new claims by filing an amended PAGA notice.

Thank you for your attention to this matter. Please direct all communications and correspondence regarding this matter to our office going forward. If you have any questions, please do not hesitate to contact our office.

Sincerely,

THE OTTINGER FIRM, P.C.

/s/ Robert W. Ottinger
Robert W. Ottinger

Labor and Workforce Development Agency
Karen Sanford
August 6, 2020
Page 3 of 3

cc: Jennifer Liu, Esq.
Logan Talbot, Esq.

EXHIBIT 2

May 20, 2021

Via Online Submission: www.dir.ca.gov
California Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

**Re: Amended PAGA Notice Pursuant to California Labor Code § 2699
Mr. Brandt Earhart / Alterra Mountain Company U.S., Inc.**

To Whom It May Concern:

Along with Ottinger Employment Lawyers, our firm represents aggrieved employee Brandt Earhart with respect to his wage and hour claims against Alterra Mountain Company U.S., Inc., Squaw Valley Resort, LLC, Mammoth Mountain Ski Area, LLC, and Snow Summit, LLC (collectively, “Alterra”). Alterra is a company incorporated under the laws of the State of Delaware with its principal place of business and principal office in Denver, Colorado. Alterra is a privately held company that operates several ski resorts in the State of California, including Squaw Valley/Alpine Meadows, Mammoth Mountain, and Big Bear Mountain. Mr. Earhart worked for Alterra as a ski and snowboard instructor from approximately 2018 until approximately March 2020.

Our firms previously filed a PAGA Notice on behalf of Mr. Earhart on August 6, 2020 (“Initial PAGA Notice”). This Amended Notice is intended to further clarify the scope of our Initial PAGA Notice, and the exhaustion of all claims is intended to relate back to the filing of our Initial PAGA Notice.

This Amended Notice serves as further notice of Mr. Earhart’s intent to seek civil penalties pursuant to the Private Attorneys General Act, California Labor Code §§ 2698, et seq. (“PAGA”) for the violations alleged below, on behalf of Mr. Earhart and all similarly-situated non-exempt employees of Alterra who were on-duty skiers and riders, including, but not limited to, ski instructors, ski team coaches, lift operators, hosts, ski patrol and associated on-mountain safety personnel, and other employees (“Covered Employees”).

Based on our investigation to date, we believe Alterra’s company-wide policies and practices, as applied in the State of California, violate sections of the California Labor Code, including but not limited to violations of:

- (1) Labor Code §§ 221, 2800, and 2802, by failing to reimburse Mr. Earhart and other Covered Employees for their reasonable and necessary business expenses;

- (2) Labor Code §§ 510, 1194, 1197, 1197.1, and 1198, by failing to pay Mr. Earhart and other Covered Employees for all hours worked (including overtime hours);
- (3) Labor Code §§ 226.7 and 512, by failing to provide Mr. Earhart and other Covered Employees with legally-compliant meal and rest breaks or premium pay in lieu of such meals and breaks;
- (4) Labor Code §§ 204 and 210, by failing to timely pay wages to Mr. Earhart and other Covered Employees;
- (5) Labor Code §§ 201-203, by failing to pay Mr. Earhart and other former Covered Employees all earned wages upon discharge;
- (6) Labor Code §§ 226 and 226.3, by failing to furnish accurate wage statements to Mr. Earhart and other Covered Employees;
- (7) Labor Code § 1174, by failing to maintain requisite payroll records for Mr. Earhart and other Covered Employees;
- (8) Labor Code § 2810.5, by failing to provide accurate wage notices to Mr. Earhart and other Covered Employees;
- (9) Labor Code § 558; and
- (10) Industrial Wage Commission Order No. 10, including, but not limited to, its provisions related to minimum wage, overtime, meal and rest breaks, time recording, recordkeeping, reporting time pay, split shifts, uniforms and equipment, and other provisions not specifically identified here.

We further believe that all of the above violations have occurred at each of Alterra's locations in California, as a result of Alterra's company-wide policies and practices.

We request that the Labor & Workforce Development Agency ("LWDA") notify us if it intends to investigate the above allegations pursuant to PAGA. We also request that the LWDA inform us if it does not intend to investigate these violations, so that we may file a lawsuit asserting PAGA claims, or amend an existing complaint to add PAGA claims, to seek penalties on behalf of Mr. Earhart and all other employees who were subjected to Alterra's illegal policies and practices described above, including but not limited to all Covered Employees.

The facts and claims contained herein are based on the limited information available at the time of this writing. Therefore, if through further investigation, discovery, and/or expert review, we become aware of additional compensation or penalties owed to Mr. Earhart, Covered Employees, and/or any other aggrieved employees, we reserve the right to revise these facts and/or add any new claims by filing an amended PAGA notice.

Thank you for your attention to this matter. Please direct all communications and correspondence regarding this matter to our office going forward. If you have any questions, please do not hesitate to contact our office.

California Labor & Workforce Development Agency

May 20, 2021

Page 3 of 3

Sincerely,

A handwritten signature in black ink, appearing to read "Jif J", with a stylized, cursive script.

Jennifer Liu

cc: Robert Ottinger, Esq. (email)
Logan Talbot, Esq. (email)
Alexander Chemers, Esq. (email and certified mail)

EXHIBIT 3

COPY

Robert Ottinger (Cal. Bar No. 156825)
THE OTTINGER FIRM, P.C.
535 Mission Street
San Francisco, CA 94133
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FILED

OCT 13 2021

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONO

BY: _____

SUPERIOR COURT OF STATE OF CALIFORNIA
COUNTY OF MONO

21UCM49

BRANDT EARHART, SAM STEUART,
and WILLIAM BERRIER, individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

SQUAW VALLEY RESORT, LLC,
MAMMOTH MOUNTAIN SKI AREA,
LLC, and SNOW SUMMIT, LLC, and
DOES 1 THROUGH 100, inclusive,

Defendants.

**REPRESENTATIVE ACTION
COMPLAINT;**

**CLAIMS FOR DAMAGES AND
INJUNCTIVE RELIEF;**

DEMAND FOR JURY TRIAL

(1) **Civil Penalties Under the Private
Attorneys General Act of 2004
("PAGA") §§ 2698 et seq.**

PRELIMINARY STATEMENT

1. This is a representative action brought by Plaintiffs Brandt Earhart, Sam Steuart, and William Berrier (“Plaintiffs”) on their own behalf and on behalf of a proposed representative class in California under California’s Private Attorneys General Act (“PAGA”), California Labor Code §§ 2698, *et seq.* (“Representative Class”). Plaintiffs and Representative Class Members are or were employed by Defendants Squaw Valley Resort, LLC, Mammoth Mountain Ski Area, LLC, and/or Snow Summit, LLC (“Defendants”) as non-exempt employees in California who were on-duty skiers and riders, including, but not limited to, ski instructors, ski team coaches, lift operators, hosts, ski patrol and associated on-mountain safety personnel, and other employees (“Non-Exempt Employees”).

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action pursuant to Article 6, § 10 of the California Constitution and California Code of Civil Procedure § 410.10. Plaintiffs bring this action on their own behalf and on behalf of all persons within the proposed Representative Class as defined herein. Defendants' own property, maintain offices, transact business, and/or have an agent or agents within the County of Mono or otherwise are found within the County of Mono, and Defendants are within the jurisdiction of this Court for purposes of service of process.

1 of Mono and/or because Defendants conduct business within the County of Mono.

2 **THE PARTIES**

3 5. Plaintiff Brandt Earhart, at all times relevant hereto, was a resident of the State of
4 California, and currently resides in Bend, Oregon. Mr. Earhart was employed by Defendants as a
5 snowboard instructor in California, between approximately October 2018 and March 2020.

6 6. Plaintiff Sam Steuart, at all times relevant hereto, was a resident of the State of California,
7 and currently resides in Berkeley, California. Mr. Steuart was employed by Defendants as a ski instructor
8 in California, between approximately December 2016 and March 2018.

9 7. Plaintiff William Berrier, at all times relevant hereto, was a resident of the State of
10 California, and currently resides in Acton, Massachusetts. Mr. Berrier was employed by Defendants as
11 a ski instructor in California, between approximately November 2017 and March 2020.

12 8. Defendant Squaw Valley Resort, LLC is a company headquartered in California and
13 incorporated in Delaware. Defendant Squaw Valley Resort, LLC owns and operates Squaw Valley Ski
14 Resort and Alpine Meadows Ski Resort, both located in California.

15 9. Defendant Mammoth Mountain Ski Area, LLC is a company headquartered in California
16 and incorporated in Delaware. Defendant Mammoth Mountain Ski Area, LLC owns and operates
17 Mammoth Mountain Ski Resort, located in California.

18 10. Defendant Snow Summit, LLC is a company headquartered and incorporated in
19 California. Defendant Snow Summit, LLC owns and operates Big Bear Mountain Ski Resort, located in
20 California.

21 11. Plaintiffs are informed and believe, and based thereupon allege, that the conduct, actions,
22 omissions, and manner of failing to provide overtime and minimum wages, failing to provide proper meal
23 and rest breaks, failing to reimburse necessary business expenses, failing to pay all earned wages upon
24 discharge, failing to provide accurate wage statements and maintain requisite payroll records, failing to
25 timely pay wages during employment, and engaging in unfair competition was willful, known, and
26 intended to violate the laws, and that officers, directors, and managing agents of Defendants, approved,
27 ratified, and directed the conduct in order to inflate profits at the expense of their own employees'
28 earnings and wages. Through these policies and/or practices, Defendants lowered their operating costs

1 by failing to pay overtime and minimum wages and pay meal and rest break penalties to its Non-Exempt
2 Employees and failing to reimburse them for their business expenses.

3 12. Plaintiffs are ignorant of the true names or capacities, whether as individuals, partners,
4 corporate entities, or joint venturers, of the Defendants sued herein as Does 1 through 100, inclusive, and
5 for that reason, Defendants are sued under such fictitious names. Plaintiffs will seek leave from the Court
6 to amend this Representative Action Complaint when such true names and capacities are discovered.
7 Plaintiffs are informed and believe, and thereupon allege, that each of said Doe Defendants, whether
8 individuals, partners, corporate entities, or joint venturers, were responsible in some manner for the
9 circumstances alleged herein, and proximately caused Plaintiffs and those members of the general public
10 and the Representative Class designated herein, to be subject to the unlawful employment and business
11 practices, wrongs, injuries, and damages complained of herein.

12 **COMMON FACTUAL ALLEGATIONS**

13 **Unpaid Wages**

14 13. Defendants' have common, company-wide policies and/or practices that result in
15 Plaintiffs and Non-Exempt Employees not being paid for all hours worked, including all minimum wage
16 and overtime to which Plaintiffs and Non-Exempt Employees were otherwise entitled.

17 14. For example, Defendants' common, company-wide policy and/or practice results in Non-
18 Exempt Employees not being paid for hours spent performing work, including but not limited to: (1)
19 donning and doffing their required employee uniform clothing, gear, and equipment, (2) traveling at the
20 beginning of their shift from the base of the mountain to their assigned work location on the mountain,
21 and back down to the base of the mountain at the end of their shift, (3) engaging in necessary maintenance
22 of their equipment; and (4) performing other work-related tasks during, prior to, or after their scheduled
23 shifts. Likewise, Defendants' timekeeping and/or payroll systems regularly result in Plaintiffs and Non-
24 Exempt Employees not being paid for all hours worked and/or amounts earned, including, but not limited
25 to, minimum wage, overtime, reporting time, meal/rest penalties, split-shift, and final pay.

26 **Meal and Rest Breaks**

27 15. Defendants have common, company-wide policies and/or practices of failing to relieve
28 Plaintiffs and Non-Exempt Employees of all duties so that they may take the meal and rest periods to

1 which they are entitled to law.

2 16. As a matter of common, company-wide policy and/or practice, Defendants also fail to
3 ensure that it pays Plaintiffs and Non-Exempt Employees proper meal and rest break penalties when they
4 do not receive the meal and rest breaks to which they are entitled by law.

5 **Unreimbursed Expenses**

6 17. Defendants have common, company-wide policies and/or practices of failing to reimburse
7 Plaintiffs and Non-Exempt Employees for all business expenses that they incur in connection with their
8 work. This includes, but is not limited to, buying, operating, and maintaining ski equipment, snowboard
9 equipment, and other equipment and gear needed to perform their duties.

10 18. As a matter of common, company-wide policy and/or practice, Defendants fail to
11 reimburse Plaintiffs and Non-Exempt Employees for these and other expenses. As a result, Defendants
12 deprive Plaintiffs and Non-Exempt Employees of proper reimbursement to which they are entitled by
13 law.

14 **Inaccurate Wage Statements**

15 19. Defendants have common, company-wide policies and/or practices of failing to provide
16 Plaintiffs and Non-Exempt Employees with accurate, itemized wage statements as required by Section
17 226(a) of the California Labor Code.

18 20. As a matter of common, company-wide policy and/or practice, the wage statements issued
19 to Plaintiffs and Non-Exempt Employees either did not have all of the categories of information required
20 by the California Labor Code or the information listed therein was inaccurate.

21 **Plaintiff Brandt Earhart**

22 21. Plaintiff Earhart was employed by Defendants as a snowboard instructor in California,
23 between approximately October 2018 and March 2020.

24 22. While Plaintiff Earhart was working for Defendants, he incurred several necessary
25 business-related expenses. These expenses included his snowboard, boots and bindings, goggles,
26 helmets, base layers, and other necessary winter outdoor gear.

27 23. Plaintiff Earhart was never reimbursed for these necessary business-related expenses.

28 24. Pursuant to Defendant's policy, pattern, and/or practice, Plaintiff Earhart also regularly

1 spent time performing preliminary and postliminary activities such as necessary maintenance of his
2 equipment, donning and doffing his required employee uniform clothing, gear, and equipment, and
3 traveling from the base of the mountain to his assigned work location and back, but he was not properly
4 compensated for all of this time.

5 **Plaintiff Sam Steuart**

6 25. Plaintiff Steuart was employed by Defendants as a ski instructor in California, between
7 approximately December 2016 and March 2018.

8 26. While Plaintiff Steuart was working for Defendants, he incurred several necessary
9 business-related expenses. These expenses included his skis, boots and bindings, poles, goggles, helmets,
10 base layers, and other necessary winter outdoor gear.

11 27. Plaintiff Steuart was never reimbursed for these necessary business-related expenses.
12 Pursuant to Defendant's policy, pattern, and/or practice, Plaintiff Steuart also regularly spent time
13 performing preliminary and postliminary activities such as necessary maintenance of his equipment,
14 donning and doffing his required employee uniform clothing, gear, and equipment, and traveling from
15 the base of the mountain to his assigned work location and back, but he was not properly compensated
16 for all of this time.

17 **Plaintiff William Berrier**

18 28. Plaintiff Berrier was employed by Defendants as a ski instructor in California, between
19 approximately November 2017 and March 2020.

20 29. While Plaintiff Berrier was working for Defendants, he incurred several necessary
21 business-related expenses. These expenses included his skis, boots and bindings, poles, goggles, helmets,
22 base layers, and other necessary winter outdoor gear.

23 30. Plaintiff Berrier was never reimbursed for these necessary business-related expenses.
24 Pursuant to Defendant's policy, pattern, and/or practice, Plaintiff Berrier also regularly spent time
25 performing preliminary and postliminary activities such as necessary maintenance of his equipment,
26 donning and doffing his required employee uniform clothing, gear, and equipment, and traveling from
27 the base of the mountain to his assigned work location and back, but he was not properly compensated
28 for all of this time.

1 **FIRST CAUSE OF ACTION**

2 **Violation of the Private Attorneys General Act (“PAGA”), Cal. Labor Code §§ 2698 *et seq.***

3 (On Behalf of the State of California, Plaintiffs, and the Representative Class)

4 31. Plaintiffs re-allege each paragraph of this Complaint as though fully set forth herein.

5 32. The PAGA statute authorizes Plaintiffs to recover civil penalties that otherwise would
6 have been “assessed and collected by the Labor and Workforce Development Agency” for violations of
7 the Labor Code through a “civil action brought by an aggrieved employee on behalf of himself or herself
8 and other current or former employees.” Cal. Lab. Code § 2699(a).

9 33. Plaintiffs are “aggrieved employee[s]” under PAGA, as they were employed by Defendant
10 during the applicable statutory period and suffered each of the wage and hour violations alleged herein.
11 As such, Plaintiffs seek to recover, on behalf of themselves and all other current and former aggrieved
12 Non-Exempt Employees, the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.
13 As set forth above, this includes seeking penalties for violations of California Labor Code §§ 201, 202,
14 203, 204, 210, 218.5, 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802,
15 2810.5, and 2698 *et seq.*, and/or violations of Industrial Welfare Commission Wage Order No. 10.

16 34. Plaintiffs seek to recover the PAGA civil penalties through a representative action as
17 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969.
18 Therefore, class certification of the PAGA claims is not required, but Plaintiffs may choose to seek
19 certification of the PAGA claims.

20 35. Plaintiffs have satisfied the requirements for bringing a civil action under PAGA, as set
21 forth in California Labor Code § 2699.3.

22 36. On August 6, 2020, Plaintiff Earhart sent a notice to the California Labor and Workforce
23 Development Agency (“LWDA”) indicating his intent to seek penalties under PAGA due to Defendants’
24 failure to reimburse business expenses, failure to provide overtime and minimum wages, failure to
25 provide meal and rest breaks, failure to provide accurate wage statements, and failure to provide all
26 earned wages timely and upon discharge on August 6, 2020. To date, Plaintiff Earhart has not received
27 any response from the LWDA.

28 37. On May 20, 2021, Plaintiff Earhart sent an amended notice to the LWDA adding

1 additional violations of California law for which he intended to seek penalties under PAGA. To date,
2 Plaintiff Earhart has not received any response from the LWDA to his amended notice.

3 38. Under PAGA, Plaintiff Earhart and the State of California are entitled to recover the
4 maximum civil penalties permitted by law for the violations of the California Labor Code and IWC Order
5 No. 4-2001 alleged herein.

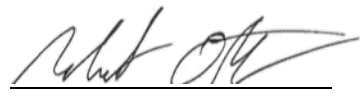
6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs, on behalf of themselves and all similarly situated persons, pray for
8 relief as follows:

- 9 A. Designation of Plaintiffs as Representatives of the Representative Class;
10 B. An award of civil penalties pursuant to PAGA;
11 C. Pre-judgment and post-judgment interest, as provided by law;
12 D. Attorneys' fees and costs of action incurred herein, including any expert fees; and
13 E. Such other injunctive and equitable relief as the Court may deem just and proper.
14

15 Dated: October 6, 2021

Respectfully submitted,

16
17 By: 

18 Robert Ottinger

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Counsel for Plaintiffs and Proposed Representative Class

EXHIBIT 4

Activities Export

02/01/2022

3:59 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/01/2022	 Non-billable	Communication (internal): Call with FD regarding attorney fees and costs and multiplier for motion for settlement approval.	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.40h	260.00	104.00	-
02/01/2022	 Non-billable	Admin: Update task list in Asana.	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Tim Hansen	0.10h	260.00	26.00	-
02/01/2022	 Non-billable	Call with JM re: attorneys' fee figures and multiplier and amount per pay period aggrieved employees receiving under settlement	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.40h	650.00	260.00	-
02/01/2022	 Non-billable	Draft/Revise: Draft proposed order.	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	1.50h	260.00	390.00	-
02/01/2022	 Non-billable	Communication (internal): Internal communication regarding loadstar attachments for brief.	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
02/01/2022	 Non-billable	Research: Research hearing requirements for Mono County. Call to clerk to confirm requirements.	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.40h	260.00	104.00	-
01/27/2022	 Non-billable	Draft/Revise: Finalizing motion and declaration for settlement approval.	Steuart v. Alterra 2802 Expense	Jolen Medwid	1.90h	260.00	494.00	-
					191.10h		\$92,513.00	\$0.00
							191.1h	0.0h

Activities Export

02/01/2022

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Non-billable	Reimbursements for Ski and Snowboard instructors					
01/26/2022	🕒	Admin: Update case deadlines and events lists in Asana. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Tim Hansen	0.10h	260.00	26.00	-
01/26/2022	🕒	Communication (internal): Call with JM regarding review of Motion for Preliminary Approval. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Tim Hansen	0.20h	260.00	52.00	-
01/21/2022	🕒	Communication (in firm): Case transition meeting with TH and BW ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
01/21/2022	🕒	Speak internally regarding case status. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Brian Walker	0.10h	650.00	65.00	-
01/19/2022	🕒	Admin: Reviewed updated quote from JND and forwarded to co-counsel. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.20h	260.00	52.00	-
01/18/2022	🕒	Communication (other external): Emailed Joint Stip and Order to OPC and Co-Counsel. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
01/18/2022	🕒	Document/File Management: Upload Joint Stipulation and Order to file.	Steuart v. Alterra 2802 Expense Reimbursements for Ski	Jolen Medwid	0.10h	260.00	26.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h

Activities Export

02/01/2022

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Non-billable	and Snowboard instructors					
01/18/2022	🕒	Communication (with opposition/ outside counsel): Email OPC copy of Motion for review. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
01/18/2022	🕒	Communication (other external): Email follow-up to administrator requesting a not-to-exceed quote. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
01/18/2022	🕒	Draft/Revise: Finalize Motion and Declarations ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.40h	260.00	104.00	-
01/17/2022	🕒	Communication (other external): Email f/up to JND for not-to-exceed quote. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
01/17/2022	🕒	Draft/Revise: Continue finalizing declaration and motions. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.70h	260.00	182.00	-
01/15/2022	🕒	Admin: Update custom fields in Clio so that case details can be integrated into Lawyaw. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Tim Hansen	0.20h	260.00	52.00	-
01/14/2022	🕒	Draft/Revise: Finalize declarations and motions for settlement approval.	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	1.10h	260.00	286.00	-

Activities Export

02/01/2022

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Non-billable						
01/13/2022	⌚	Communication (other external): Call with clerk regarding CMC. Confirmed continued to 4/14. Emailed OPC and co-counsel. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.20h	260.00	52.00	-
01/12/2022	⌚	Admin: Reviewed Mono County local rules re telephone appearances. Set up appearance for CMC via courtcall. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.30h	260.00	78.00	-
01/11/2022	⌚	Communication (other external): Phone call with clerk at Mono County re payment. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
01/11/2022	⌚	Communication (other external): Call to clerk to check on Stip/Order staying CMC. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
01/10/2022	⌚	Document/File Management: Downloaded filed POS of Summons and uploaded to file. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
01/10/2022	⌚	Communication (other external): Email to/from co-counsel re CMC. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
01/10/2022	⌚	Communication (other external):	Steuart v. Alterra	Jolen	0.10h	260.00	26.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h

Activities Export

02/01/2022

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Phone call with clerk re status of CMC. ● Non-billable	2802 Expense Reimbursements for Ski and Snowboard instructors	Medwid				
01/07/2022	⌚	Draft/Revise: Update citations and format of motion and declarations. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.90h	260.00	234.00	-
01/06/2022	⌚	Draft/Revise: Finalize Motion. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	1.20h	260.00	312.00	-
01/05/2022	⌚	Communication (other external): Phone call to Mono County Clerk confirming receipt of Notice and Joint Stipulation. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
01/05/2022	⌚	Communication (other external): Email to co-counsel re administrator quotes. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
01/04/2022	⌚	Reviewed PAGA notice ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.60h	650.00	390.00	-
12/28/2021	⌚	Admin: Draft fax cover sheet, draft POS, finalize notice and joint stipulation. Fax file notice and joint stipulation. Email OPC and co-counsel and upload final version to file.	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	1.20h	260.00	312.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h

Activities Export

02/01/2022

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Non-billable						
12/28/2021	⌚	Admin: Finalized notice and joint stip and sent to co-counsel for her signature. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.20h	260.00	52.00	-
12/27/2021	⌚	Document/File Management: Uploaded revised Notice/Stip for approval. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
12/27/2021	⌚	Communication (in firm): Phone call with FD re status of documents. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
12/27/2021	⌚	Communication (other external): Follow-up emails to co-counsel and OPC re Notice, Stip/Order and agreements. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.20h	260.00	52.00	-
12/23/2021	⌚	Communication (other external): Emailed co-counsel declarations ISO Motion for Settlement Approval for review. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
12/23/2021	⌚	Reviewed/revised declaration of Ottinger and Liu iso approval of settlement, messaged JM and RO re: same ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	1.80h	650.00	1,170.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h

Activities Export

02/01/2022

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/23/2021		Communication (other external): Sent copy of Notice of Settlement and Stip/Order to co-counsel to review.  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
12/23/2021		Reviewed/revised notice of settlement and motion to stay conferences, deadlines  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.20h	650.00	130.00	-
12/22/2021		Admin: Downloaded settlement agreement from Hellosign and uploaded to file. Emailed to OPC.  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.20h	260.00	52.00	-
12/22/2021		Communication (with client): Sent follow-up text to Sam re signing the settlement agreement.  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
12/21/2021		Draft/Revise: Revised Notice and Stip/Order.  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.60h	260.00	156.00	-
12/21/2021		Call with JM re: notice of settlement  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.10h	650.00	65.00	-
12/20/2021		Communication (other external): Sent email to JND to request quote.  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h

Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/17/2021		Admin: Downloaded co-counsel agreement for Berrier and uploaded to file. Emailed to co-counsel. Emailed f/up to Sam for his signature on settlement agreement.  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.30h	260.00	78.00	-
12/17/2021		Document/File Management: Uploaded administrator quotes to file and summarized for FD.  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.20h	260.00	52.00	-
12/17/2021		Draft/Revise: Draft Notice of Settlement and Stipulation and Proposed Order for attorney review.  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.50h	260.00	130.00	-
12/17/2021		Research: Researched process and forms for Notice of Settlement and related Stip & Order.  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.30h	260.00	78.00	-
12/16/2021		Communication (with client): Emailed W. Berrier regarding co-counsel agreement and sent via Hellosign.  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.20h	260.00	52.00	-
12/15/2021		Admin: Review file for co-counsel agreement for Will Berrier. Update and finalize long form agreement, update co-counsel agreement for Will Berrier's signature. Emailed clients regarding settlement	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	1.00h	260.00	260.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h 8/31

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		agreement. Sent settlement agreement for clients signatures via HelloSign. ● Non-billable						
12/15/2021	🕒	Communication (other external): Email to CPT to obtain quote for PAGA only settlement. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
12/15/2021	🕒	Call with JM re: notice of settlement, signing settlement papers ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.10h	650.00	65.00	-
12/15/2021	🕒	Reviewed settlement agreement, emails with defense and co-counsel re: settlement agreement, administrator, finalizing papers and obtaining signatures on agreements, CMC, and filing motion for approval ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.60h	650.00	390.00	-
12/15/2021	🕒	Reviewed/revised motion for final approval and emailed defense re: same ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	1.30h	650.00	845.00	-
12/14/2021	🕒	Emailed co-counsel re: motion for approval ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.10h	650.00	65.00	-
12/13/2021	🕒	Draft/Revise: Finalized J.Liu's declaration and emailed to her for	Steuart v. Alterra 2802 Expense	Jolen Medwid	0.40h	260.00	104.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h 9/31

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		her review. ● Non-billable	Reimbursements for Ski and Snowboard instructors					
12/06/2021	🕒	Reviewed/revised motion for settlement approval and emailed co-counsel re: same ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.70h	650.00	455.00	-
11/30/2021	🕒	Draft/Revise: Finalize RO's declaration. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	1.10h	260.00	286.00	-
11/30/2021	🕒	Researched cases on attys' fees for PAGA settlements ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	1.90h	650.00	1,235.00	-
11/30/2021	🕒	Draft/Revise: Draft J.L.'s declaration. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.40h	260.00	104.00	-
11/29/2021	🕒	Researched attys fees in paga only cases ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	1.20h	650.00	780.00	-
11/29/2021	🕒	Researched attys' fees in PAGA only cases ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.30h	650.00	195.00	-
11/29/2021	🕒	Researched attys' fees approved in PAGA only cases ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski	Finn Dusenbery	0.20h	650.00	130.00	-
					191.10h		\$92,513.00	\$0.00
							191.1h	0.0h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
and Snowboard instructors								
11/29/2021	 	Call with RO re: settlement papers Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.20h	650.00	130.00	-
11/29/2021	 	Draft/Revise: Draft Declaration of RO for Motion for Settlement Approval. Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	1.60h	260.00	416.00	-
11/29/2021	 	Revised draft motion for approval, researched atty fees approved in paga-only cases Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.90h	650.00	585.00	-
11/29/2021	 	Revised draft memo for settlement approval Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	1.20h	650.00	780.00	-
11/24/2021	 	Review and Analyze: Review settlement agreement and motion to prepare declarations. Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.40h	260.00	104.00	-
11/23/2021	 	Researched cases on attys fees in paga action Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	1.00h	650.00	650.00	-
11/23/2021	 	Reviewed/revised memo iso settlement approval Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	1.50h	650.00	975.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/18/2021		Research: Researched PAGA settlement only notice requirements ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.20h	260.00	52.00	-
11/18/2021		Communication (other external): Emailed SSI re administration of PAGA settlement. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
11/18/2021		Communication (with opposition/ outside counsel): Emailed revised settlement agreement to OPC. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
11/18/2021		Draft/Revise: Draft cover letter (exhibit A) for attorney review. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.70h	260.00	182.00	-
11/18/2021		Reviewed/revised settlement agreement ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.80h	650.00	520.00	-
11/17/2021		Reviewed/revised draft of settlement agreement ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.70h	650.00	455.00	-
11/12/2021		Communication (with opposition/ outside counsel): Emailed OPC notices and orders. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
11/12/2021		Draft/Revise: draft POS for Notice	Steuart v. Alterra	Jolen	0.50h	260.00	130.00	-

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		of filing Complaint and Order re Complex. Finalized documents. ● Non-billable	2802 Expense Reimbursements for Ski and Snowboard instructors	Medwid				
11/12/2021	🕒	Document/File Management: Upload documents to file. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.20h	260.00	52.00	-
11/12/2021	🕒	Draft/Revise: Finalize notice and draft POS. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.50h	260.00	130.00	-
11/12/2021	🕒	Admin: Draft POS for each entity. Researched rules. Draft fax cover sheet for each POS. Submitted for filing via fax with Mono County. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	1.10h	260.00	286.00	-
11/12/2021	🕒	Admin: Submitted complaint to LWDA ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.30h	260.00	78.00	-
11/11/2021	🕒	Draft/Revise: Draft notice of case management conference and POS. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.60h	260.00	156.00	-
11/11/2021	🕒	Admin: Save and upload filed documents provided by One Legal. Draft Notice and Acknowledgment of Receipt. Emailed to OPC. Sent hard copy via Casemail. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.80h	260.00	208.00	-
					191.10h		\$92,513.00	\$0.00
							191.1h	0.0h

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/11/2021	 	Admin: Notice and service requirements ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.60h	260.00	156.00	-
11/09/2021	 	Communication (with opposition/ outside counsel): Review agreement. Call with JM re settlement admin and status of matter. Email with OPC. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	0.80h	650.00	520.00	-
11/09/2021	 	Admin: Reviewed settlement agreement and provided proposed responses to administrator's questions for co-counsel's review. Emailed to JL for feedback. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.30h	260.00	78.00	-
11/05/2021	 	Communication (in firm): Email to RO re using SSI as administrator. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
11/03/2021	 	Research: Reviewed file to provide estimated class member to Class Administrator. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.20h	260.00	52.00	-
10/29/2021	 	Communication (other external): Listened to vm and called Robert back from SSI. Left vm. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
10/29/2021	 	Communication (other external): Review correspondence and	Steuart v. Alterra 2802 Expense	Jolen Medwid	0.20h	260.00	52.00	-
					191.10h		\$92,513.00	\$0.00
							191.1h	0.0h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		prepared to administrator. ● Non-billable	Reimbursements for Ski and Snowboard instructors					
10/28/2021	⌚	Communication (with opposition/ outside counsel): Emailed OPC W.Berrier's personnel file authorization form. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
10/28/2021	⌚	Admin: Review file for personnel file authorization form for W. Berrier. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.20h	260.00	52.00	-
10/19/2021	⌚	Communication (in firm): Email to RO inquiring if we received co-counsel's edits to approval motion. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
10/19/2021	⌚	Review case documents for motion for approval. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Brian Walker	0.20h	550.00	110.00	-
10/18/2021	⌚	Communication (with client): Call with Will B re settlement. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	0.80h	550.00	440.00	-
10/06/2021	⌚	Admin: Finalized complaint for filing. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.20h	260.00	52.00	-
10/06/2021	⌚	Communication (with opposition/ outside counsel): Emailed copy of	Steuart v. Alterra 2802 Expense	Jolen Medwid	0.10h	260.00	26.00	-
					191.10h		\$92,513.00	\$0.00
							191.1h	0.0h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		complaint and inquired about service. ● Non-billable	Reimbursements for Ski and Snowboard instructors					
10/06/2021	⌚	Admin: Filed complaint via One Legal. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.20h	260.00	52.00	-
10/06/2021	⌚	Draft/Revise: Draft civil cover sheet, summons, and notice and acknowledgement or receipt. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.60h	260.00	156.00	-
10/05/2021	⌚	review and analysis of proposed edits to draft complaint in furtherance of settlement; communication re same. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Andrew Mailhot	0.70h	550.00	385.00	-
10/05/2021	⌚	Research Mono County filing procedures and local rules (.2); and prepare fax filing transmittal cover sheet for filing the complaint via fax (.2) ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Tim Hansen	0.40h	260.00	104.00	-
10/05/2021	⌚	Document/File Management: Uploaded revised complaint to file for attorney review. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
10/04/2021	⌚	Review and Analyze: Email from OPC with his attached revisions to the complaint. Review of same.	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	1.50h	550.00	825.00	-
					191.10h		\$92,513.00	\$0.00
							191.1h	0.0h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Non-billable						
09/30/2021	⌚	Communication (with opposition/ outside counsel): Call with OPC and coco re the complaint and other related matters re settlement. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	0.50h	550.00	275.00	-
09/30/2021	⌚	prep for and conduct TC w/ co-co and OPC re settlement. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Andrew Mailhot	1.00h	550.00	550.00	-
09/29/2021	⌚	Calendar: Set up TC for OPC and co-counsel ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
08/31/2021	⌚	Communication (other external): F/ up on status with A.M. and emailed co-counsel for update. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.10h	260.00	26.00	-
08/05/2021	⌚	Review and Analyze: Review status of matter and call with AM re next steps file motion for approval. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	0.60h	550.00	330.00	-
07/23/2021	⌚	drafting motino for approval of paga settlement. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Andrew Mailhot	2.50h	550.00	1,375.00	-
07/23/2021	⌚	drafting revised complaint ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski	Andrew Mailhot	1.50h	550.00	825.00	-
					191.10h		\$92,513.00	\$0.00
							191.1h	0.0h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
and Snowboard instructors								
07/22/2021		internal communication re PAGA settlement; drafting motion for approval of PAGA settlement. Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Andrew Mailhot	2.90h	550.00	1,595.00	-
06/29/2021		Admin: Follow-up email to co-counsel regarding PAGA letter. We received copy of PAGA letter sent 5/20/2021. Uploaded to file and calendared dates. Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.20h	260.00	52.00	-
06/28/2021		Communication (internal): Reviewed email and long-form stipulation from AM and compared to MOA on file. Emailed co-counsel to inquire about PAGA filing and long-stip. Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.40h	260.00	104.00	-
06/28/2021		Admin: Researched file to determine if we have final settlement agreement and amended PAGA. Reviewed file on LWDA site. Corresponded with AM. Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jolen Medwid	0.70h	260.00	182.00	-
06/27/2021		drafting motion for prelim approval of PAGA settlement Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Andrew Mailhot	4.50h	550.00	2,475.00	-
06/25/2021		drafting motion for prelim approval	Steuart v. Alterra	Andrew	5.00h	550.00	2,750.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h
18/31								

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		of PAGA settlement; research and analysis re same; review and analysis of MOA and LWDA filings. ● Non-billable	2802 Expense Reimbursements for Ski and Snowboard instructors	Mailhot				
06/24/2021	🕒	drafting motion for prelim approval of PAGA settlement; research and analysis re same ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Andrew Mailhot	1.80h	550.00	990.00	-
06/23/2021	🕒	drafting prelim approval motion ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Andrew Mailhot	3.00h	550.00	1,650.00	-
06/21/2021	🕒	research and drafting motion for prelim approval of PAGA settlement. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Andrew Mailhot	3.00h	550.00	1,650.00	-
05/19/2021	🕒	Document/File Management: Upload settlement files to Teams ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.10h	260.00	26.00	-
05/03/2021	🕒	Drafting: Motion for Approval ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Zarrina Ozari	2.60h	550.00	1,430.00	-
04/29/2021	🕒	Other Written Motions and Submissions: Dropped the sample motions to my file ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Zarrina Ozari	0.10h	550.00	55.00	-
04/28/2021	🕒	Communication (with opposition/	Steuart v. Alterra	Zarrina	0.10h	550.00	55.00	-

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		outside counsel): Reviewed email from OPC ● Non-billable	2802 Expense Reimbursements for Ski and Snowboard instructors	Ozari				
04/22/2021	⌚	Other Written Motions and Submissions: Drafting motion for approval ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Zarrina Ozari	2.90h	550.00	1,595.00	-
04/22/2021	⌚	Communication (in firm): Discussed the settlement agreement and motion for approval with RO ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Zarrina Ozari	0.70h	550.00	385.00	-
04/22/2021	⌚	Communication (in firm): Call with Z re motion for approval. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	0.60h	550.00	330.00	-
04/22/2021	⌚	Drafting: Drafting Motion for Approval of PAGA claims ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Zarrina Ozari	3.60h	550.00	1,980.00	-
04/21/2021	⌚	Research: Research and Drafting of Approval motion ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Zarrina Ozari	1.40h	550.00	770.00	-
04/21/2021	⌚	Drafting: Research and drafting of motion for approval of PAGA ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Zarrina Ozari	1.20h	550.00	660.00	-
04/21/2021	⌚	Drafting: Motion for Approval of	Steuart v. Alterra	Zarrina	3.50h	550.00	1,925.00	-
					191.10h		\$92,513.00	\$0.00
							191.1h	0.0h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		PAGA claims ● Non-billable	2802 Expense Reimbursements for Ski and Snowboard instructors	Ozari				
04/20/2021	⌚	Drafting: Drafting Motion for approval of PAGA settlement ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Zarrina Ozari	2.10h	550.00	1,155.00	-
04/20/2021	⌚	Other Written Motions and Submissions ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Zarrina Ozari	0.20h	550.00	110.00	-
04/20/2021	⌚	Drafting: Researching and Drafting the Approval Motion for PAGA claim ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Zarrina Ozari	6.70h	550.00	3,685.00	-
04/19/2021	⌚	Draft/Revise: Edit Prelim Settlement Approval ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	4.00h	260.00	1,040.00	-
04/19/2021	⌚	Research: Research of PAGA approval motion and settlement of PAGA claims ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Zarrina Ozari	1.20h	550.00	660.00	-
04/19/2021	⌚	Drafting: Drafting preliminary approval motion ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Zarrina Ozari	5.40h	550.00	2,970.00	-
04/19/2021	⌚	Drafting: Researching the final approval motion	Steuart v. Alterra 2802 Expense	Zarrina Ozari	6.10h	550.00	3,355.00	-
					191.10h		\$92,513.00	\$0.00
							191.1h	0.0h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Non-billable	Reimbursements for Ski and Snowboard instructors					
04/13/2021	🕒	Court Mandated Conferences: attend mediation ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	9.00h	650.00	5,850.00	-
04/13/2021	🕒	Document/File Management: Upload files to Mediation folder per RO request. Attend mediation. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	9.10h	260.00	2,366.00	-
04/12/2021	🕒	Draft/Revise: Meeting w coco about mediation plan; revise and draft declaration for Sam Steuart ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	3.50h	260.00	910.00	-
04/12/2021	🕒	Manage data/files: Created damage calculation estimate after reviewing all production ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	2.00h	260.00	520.00	-
04/12/2021	🕒	Drafting: Prep for mediation. Interview with Class rep. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	7.30h	550.00	4,015.00	-
04/11/2021	🕒	Drafting: Prep for mediation. Damages. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	3.40h	550.00	1,870.00	-
04/09/2021	🕒	Document/File Management: Received Big Bear On Duty Ride Program pdf by email; downloaded	Steuart v. Alterra 2802 Expense Reimbursements for Ski	Rebecca Beninati	0.10h	260.00	26.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		and saved to file. ● Non-billable	and Snowboard instructors					
04/08/2021	⌚	Document/File Management: Received 4 documents by email from OPC for the mediation; downloaded and saved to file. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Rebecca Beninati	0.10h	260.00	26.00	-
04/08/2021	⌚	Document/File Management: Received mediation information for 4/13; added zoom info to both calendars. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Rebecca Beninati	0.10h	260.00	26.00	-
04/08/2021	⌚	Document/File Management: Received notes about case from co-counsel; downloaded copy and saved to file. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Rebecca Beninati	0.10h	260.00	26.00	-
04/08/2021	⌚	Review and Analyze: Reviewed emails from Opposing counsel ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Zarrina Ozari	0.10h	550.00	55.00	-
04/08/2021	⌚	Draft/Revise: Mediation brief edit and review ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Zarrina Ozari	0.70h	550.00	385.00	-
03/26/2021	⌚	prep for and conduct TC w/ co-co and OPC re discovery in advance of mediation. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Andrew Mailhot	1.30h	550.00	715.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h

Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/26/2021	 ● Non-billable	Communication (internal): Call with coco re mediation	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	0.20h	550.00	110.00	-
02/10/2021	 ● Non-billable	Calendar: Calendared mediation dates and uploaded docs to Mediation folder on teams	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.10h	260.00	26.00	-
01/27/2021	 ● Non-billable	Admin: Upload docs to Teams; read email thread	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.10h	260.00	26.00	-
01/26/2021	 ● Non-billable	Communication (other external): Email Judge Broadman to inquire about availability for mediation	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.10h	260.00	26.00	-
10/22/2020	 ● Non-billable	review case file and research re individual liability for purpose of defeating diversity jurisdiction.	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Andrew Mailhot	0.80h	550.00	440.00	-
09/29/2020	 ● Non-billable	Communication (other external): Finalize spreadsheet w mediators and availability // send to coco	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.30h	260.00	78.00	-
09/29/2020	 ● Non-billable	Communication (other external): Acquired contacts for the 6 potential mediators; sent emails to all of them asking about availability	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.30h	260.00	78.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/28/2020		Communication (other external): Acquired contacts for the 6 potential mediators; sent emails to all of them asking about availability  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.20h	260.00	52.00	-
09/15/2020		Asked to Look Up Something: Checked in w Brandt asking if he had any docs that stated instructors had to buy their own gear to get the job  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.10h	260.00	26.00	-
09/14/2020		Communication (with opposition/ outside counsel): Call with OPC re mediation.  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	0.30h	550.00	165.00	-
09/10/2020		Researched cases on 2802  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.90h	550.00	495.00	-
09/10/2020		Researched 2802 cases  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.70h	550.00	385.00	-
09/09/2020		Researched 2802 claims  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.70h	550.00	385.00	-
09/09/2020		Drafted tolling agreement  Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski	Finn Dusenbery	0.50h	550.00	275.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
and Snowboard instructors								
09/09/2020		Looked for template for tolling agreement in California ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.20h	550.00	110.00	-
09/07/2020		Researched cases on 2802 ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.90h	550.00	495.00	-
08/27/2020		Communication (with opposition/ outside counsel): Initial call with OPC. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	1.00h	550.00	550.00	-
08/24/2020		Communicating about/ Coordinating Tasks/Cases/ Calendar Events: Created teams Call with OPC and added OPC to rlated contacts in Clio ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.20h	260.00	52.00	-
08/12/2020		Reviewed demand letter and Earhart PAGA letter ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.30h	550.00	165.00	-
08/11/2020		Communication (other external): Various calls and comms with other potential class reps. Work with content and staff re same. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	3.30h	650.00	2,145.00	-
08/10/2020		Communication (with opposition/	Steuart v. Alterra	Jacqueline	0.60h	260.00	156.00	-
					191.10h		\$92,513.00	\$0.00
							191.1h	0.0h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		outside counsel): Send Demand Letter via Casemail ● Non-billable	2802 Expense Reimbursements for Ski and Snowboard instructors	Graves				
08/10/2020	⌚	Communication (internal): Sent Anjali PAGA letter needed for filing fee ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.10h	260.00	26.00	-
08/06/2020	⌚	Calendar: Calendaring Personnel Request Deadlines in Clio and Teams ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.20h	260.00	52.00	-
08/06/2020	⌚	FedEx/Mailing: Mail Brandt and Same personnel file request to alterra ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.20h	260.00	52.00	-
08/06/2020	⌚	FedEx/Mailing: Sent PAGA letter to Alterra's counsel ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.20h	260.00	52.00	-
08/06/2020	⌚	Revised and filed PAGA letter; sent executed co-counsel agreement to coco after getting it signed by all parties - filed in Teams; created clients personnel authorization letters ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	1.10h	260.00	286.00	-
08/06/2020	⌚	Document/File Management: Started formatting personal request; email correspondence with Sam	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.40h	260.00	104.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Non-billable						
08/05/2020	🕒	Call with Brandt Earhart, took notes ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.70h	550.00	385.00	-
08/04/2020	🕒	Communication (with client): Text with Brandt re phone call set up with Finn ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.10h	260.00	26.00	-
08/04/2020	🕒	Communication (with client): communication w Brandt about setting up a call with FD ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.10h	260.00	26.00	-
07/31/2020	🕒	Draft/Revise: Review PAGA letter ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	1.30h	650.00	845.00	-
07/31/2020	🕒	Drafted demand letter and PAGA letter for Brandt Earhart ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	2.30h	550.00	1,265.00	-
07/31/2020	🕒	Reviewed and revised demand letter, messaged RO re: Earhardt info ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.30h	550.00	165.00	-
07/30/2020	🕒	Document/File Management: Uploaded Earhart signed retainer ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.10h	260.00	26.00	-
					191.10h		\$92,513.00	\$0.00
							191.1h	0.0h

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/29/2020	 Non-billable	Communication (with client): call with client re the case and facts etc.	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	1.20h	650.00	780.00	-
07/29/2020	 Non-billable	Document/File Management: Uploaded completed coco agreement, sent to coco as well via email	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.10h	260.00	26.00	-
07/29/2020	 Non-billable	Document/File Management: Sent coco agreement to Client	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.10h	260.00	26.00	-
07/29/2020	 Non-billable	Call with client re: facts and claims	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	1.10h	550.00	605.00	-
07/29/2020	 Non-billable	Communication (with client): Phone call with Sam	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	1.30h	260.00	338.00	-
07/28/2020	 Non-billable	Draft/Revise: Review demand letter	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	0.70h	650.00	455.00	-
07/28/2020	 Non-billable	Communicating about/ Coordinating Tasks/Cases/ Calendar Events: Set up meeting b/w RO and Earhart re Alterra	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.10h	260.00	26.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/28/2020		Document/File Management: Downloaded coco agreement w Jen's signature, added RO's, added clients name ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.10h	260.00	26.00	-
07/28/2020		Reviewed and revised demand letter ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Finn Dusenbery	0.30h	260.00	78.00	-
07/28/2020		Communicating about/ Coordinating Tasks/Cases/ Calendar Events: Emailed coco re agreement and set up teams meetings ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.20h	260.00	52.00	-
07/27/2020		Draft/Revise: Minor edits to the coco agreement for Alterra; read through the doc ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.20h	260.00	52.00	-
07/27/2020		Draft/Revise: Drafting and editing the demand letter ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.60h	260.00	156.00	-
07/27/2020		Drafting: Draft demand letter ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Jacqueline Graves	0.30h	260.00	78.00	-
07/14/2020		Communication (other external): Further calls with class rep and others.	Steuart v. Alterra 2802 Expense Reimbursements for Ski	Robert Ottinger	1.70h	650.00	1,105.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Non-billable	and Snowboard instructors					
07/13/2020	⌵	Communication (other external): Calls with the potential class rep. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	0.60h	650.00	390.00	-
07/02/2020	⌵	Communication (other external): Numerous calls with potential class reps. Creating content re case. ● Non-billable	Steuart v. Alterra 2802 Expense Reimbursements for Ski and Snowboard instructors	Robert Ottinger	7.20h	650.00	4,680.00	-
					191.10h		\$92,513.00 191.1h	\$0.00 0.0h

Date	User	Activity category	Description	Hours	Rate	Fees
11/30/19	Jennifer Liu		Factual research re company, locations	0.5	900	450
11/30/19	Jennifer Liu	Correspondence with	R. Ottinger re potential case, co-counseling	0.1	900	90
11/30/19	Jennifer Liu	Correspondence with	LT re investigation	0.1	900	90
11/30/19	Logan Talbot	Correspondence with	JL re investigation	0.1	620	62
12/3/19	Jennifer Liu	Correspondence with	R. Ottinger re co-counseling, case development	0.1	900	90
12/3/19	Jennifer Liu	Conference with	LT re case development	0.1	900	90
12/3/19	Logan Talbot	Conference with	JL re [REDACTED]	0.1	620	62
12/17/19	Logan Talbot	Conference with	JL re [REDACTED]	0.1	620	62
12/17/19	Jennifer Liu	Conference with	LT re [REDACTED]	0.1	900	90
12/17/19	Logan Talbot	Draft/revise	[REDACTED]	0.4	620	248
12/19/19	Logan Talbot	Correspondence with	JL re [REDACTED]	0.1	620	62
12/19/19	Jennifer Liu	Correspondence with	LT re [REDACTED]	0.1	900	90
12/26/19	Logan Talbot	Correspondence with	JL re [REDACTED]	0.1	620	62
12/26/19	Jennifer Liu	Correspondence with	LT re [REDACTED]	0.1	900	90
1/22/20	Jennifer Liu	Draft/revise	[REDACTED]	0.3	900	270
1/22/20	Jennifer Liu	Correspondence with	LT re [REDACTED]	0.1	900	90
1/22/20	Logan Talbot	Correspondence with	JL re [REDACTED]	0.1	620	62
1/28/20	Logan Talbot	Correspondence with	JL re [REDACTED]	0.1	620	62
1/28/20	Logan Talbot	Review/analyze	[REDACTED]	1.1	620	682
1/28/20	Jennifer Liu	Correspondence with	LT re [REDACTED]	0.1	900	90
1/29/20	Logan Talbot	Conference with	JA re [REDACTED]	0.4	620	248
1/31/20	Julia Anderson	Correspondence with	LT re [REDACTED]	0.1	320	32
1/31/20	Julia Anderson	Legal research re	[REDACTED]	0.8	320	256
2/11/20	Logan Talbot	Correspondence with	JA re [REDACTED]	0.3	620	186
2/11/20	Logan Talbot	Review/analyze	[REDACTED]	0.2	620	124
2/11/20	Logan Talbot	Conference with	JL re [REDACTED]	0.1	620	62
2/11/20	Julia Anderson	Correspondence with	[REDACTED]	0.4	320	128
2/11/20	Jennifer Liu	Conference with	LT re [REDACTED]	0.1	900	90
2/12/20	Julia Anderson	Conference with	LLF team re case updates & strategy	0.1	320	32

Date	User	Activity category	Description	Hours	Rate	Fees
2/12/20	Engram Wilkinson	Conference with	LLF team re case updates & strategy	0.1	360	36
2/12/20	Jennifer Liu	Conference with	LLF team re case updates & strategy	0.1	900	90
2/12/20	Rebecca Peterson-Fisher	Conference with	LLF team re case updates & strategy	0.1	740	74
2/12/20	Logan Talbot	Conference with	LLF team re case updates & strategy	0.1	620	62
5/1/20	Logan Talbot	Conference call with	JA, left vm re [REDACTED]	0.1	620	62
5/1/20	Logan Talbot	Conference call with	[REDACTED]	0.2	620	124
5/1/20	Logan Talbot	Conference call with	JA re [REDACTED]	0.2	620	124
5/1/20	Julia Anderson	Conference call with	LT re [REDACTED]	0.1	320	32
5/1/20	Logan Talbot	Correspondence with	JL re updates on investigation	0.1	620	62
5/1/20	Jennifer Liu	Correspondence with	LT re updates on investigation	0.1	900	90
5/4/20	Julia Anderson	Legal research re	[REDACTED]	1.3	320	416
5/5/20	Logan Talbot	Correspondence with	JA re [REDACTED]	0.2	620	124
5/5/20	Logan Talbot	Correspondence with	[REDACTED] re 2802 investigation	0.3	620	186
5/5/20	Logan Talbot	Review/analyze	[REDACTED]	0.2	620	124
5/5/20	Logan Talbot	Correspondence with	JA re [REDACTED]	0.1	620	62
5/5/20	Julia Anderson	Manage data/files	[REDACTED]	0.3	320	96
5/5/20	Julia Anderson	Correspondence with	[REDACTED]	0.4	320	128
5/6/20	Logan Talbot	Conference call with	PC [REDACTED], left vm	0.1	620	62
5/6/20	Logan Talbot	Conference call with	[REDACTED] re investigating 2802 claims at Squaw Valley	0.5	620	310
5/6/20	Logan Talbot	Conference call with	JL re [REDACTED]	0.1	620	62
5/6/20	Logan Talbot	Manage data/files	saving TC notes to Dropbox	0.1	620	62
5/6/20	Logan Talbot	Conference call with	PC [REDACTED], left vm	0.1	620	62
5/6/20	Logan Talbot	Conference call with	PC [REDACTED] re investigation	1.0	620	620
5/6/20	Logan Talbot	Correspondence with	JL re witness interview	0.1	620	62
5/7/20	Logan Talbot	Correspondence with	PC [REDACTED] re investigation	0.2	620	124
5/7/20	Logan Talbot	Correspondence with	PC [REDACTED] re schedule call	0.1	620	62
5/13/20	Logan Talbot	Conference call with	PC [REDACTED], left vm	0.1	620	62
5/14/20	Logan Talbot	Conference call with	PC [REDACTED], left vm	0.1	620	62
7/29/20	Logan Talbot	Conference call with	JL, cocounsel, and client S. Steuart	1.0	620	620

Date	User	Activity category	Description	Hours	Rate	Fees
7/29/20	Julia Anderson	Conference call with	LLF team re case updates	0.1	320	32
7/29/20	Jennifer Liu	Conference call with	LLF team re case updates	0.1	900	90
7/29/20	Rebecca Peterson-Fisher	Conference call with	LLF team re case updates	0.1	740	74
7/29/20	Logan Talbot	Conference call with	LLF team re case updates	0.1	620	62
7/29/20	Jennifer Liu	Conference call with	LT, co-counsel, and client S. Steuart	1.0	900	900
7/30/20	Logan Talbot	Correspondence with	JA re co-counsel agreement	0.1	620	62
7/30/20	Logan Talbot	Correspondence with	client re contact info	0.1	620	62
8/3/20	Logan Talbot	Draft/revise	PAGA letter	1.3	620	806
8/3/20	Logan Talbot	Draft/revise	demand letter	1.0	620	620
8/3/20	Logan Talbot	Correspondence with	JL re PAGA and demand letter	0.2	620	124
8/3/20	Logan Talbot	Legal research re	relationship between 2802 and 226 claims	0.3	620	186
8/5/20	Logan Talbot	Correspondence with	JL re demand and PAGA letter	0.1	620	62
8/6/20	Jennifer Liu	Draft/revise	PAGA letter and correspondence with co-counsel and LT re same	0.7	900	630
8/6/20	Logan Talbot	Correspondence with	JL re PAGA and demand letter	0.1	620	62
8/6/20	Logan Talbot	Correspondence with	co-counsel re LLF edits to PAGA and demand letter	0.1	620	62
8/6/20	Logan Talbot	Manage data/files	saved co-counsel retainer agreement to dropbox	0.1	620	62
8/6/20	Jennifer Liu	Correspondence with	LT re PAGA and demand letter	0.1	900	90
8/10/20	Logan Talbot	Correspondence with	JL re demand letter	0.1	620	62
8/10/20	Logan Talbot	Conference call with	JL re demand letter	0.2	620	124
8/10/20	Jennifer Liu	Conference call with	LT re demand letter	0.2	900	180
8/13/20	Logan Talbot	Manage data/files	saved final draft of demand letter to dropbox	0.1	620	62
8/27/20	Jennifer Liu	Conference call with	A. Chemers and R. Ottinger re introduction, arbitration agreements, factual background, legal theories	0.8	900	720
8/27/20	Jennifer Liu	Conference call with	R. Ottinger re call with A. Chemers	0.1	900	90
8/27/20	Jennifer Liu	Review/analyze	payroll and time records	1.0	900	900
9/9/20	Jennifer Liu	Draft/revise	tolling agreement	0.5	900	450

Date	User	Activity category	Description	Hours	Rate	Fees
9/9/20	Jennifer Liu	Correspondence with	all counsel re tolling agreement	0.1	900	90
9/16/20	Logan Talbot	Review/analyze	correspondence from JL and OC re mediation and tolling agreement	0.1	620	62
9/16/20	Logan Talbot	Correspondence with	JL re revised tolling agreement	0.1	620	62
9/16/20	Jennifer Liu	Correspondence with	LT re revised tolling agreement	0.1	900	90
9/28/20	Jennifer Liu	Draft/revise	tolling agreement	0.2	900	180
9/28/20	Jennifer Liu	Correspondence with	all counsel re tolling agreement, mediation	0.2	900	180
9/29/20	Jennifer Liu	Correspondence with	R. Ottinger re mediator availability	0.2	900	180
10/2/20	Logan Talbot	Correspondence with	JL re tolling agreement follow up	0.1	620	62
10/2/20	Jennifer Liu	Correspondence with	LT re tolling agreement follow up	0.1	900	90
10/20/20	Logan Talbot	Manage data/files	saved PAGA letter to file	0.1	620	62
10/20/20	Logan Talbot	Conference call with	JL, R. Ottinger, and F. Dusenberry re witness interviews	0.1	620	62
10/20/20	Jennifer Liu	Conference call with	LT, R. Ottinger, and F. Dusenberry re witness interviews	0.1	900	90
12/10/20	Jennifer Liu	Correspondence with	Z. Chemers and R. Ottinger re settlement discussions	0.2	900	180
12/30/20	Logan Talbot	Conference call with	JL re filing complaint	0.1	620	62
12/30/20	Jennifer Liu	Conference call with	LT re filing complaint	0.1	900	90
1/26/21	Logan Talbot	Review/analyze	CELA wiki re mediator	0.1	620	62
1/26/21	Logan Talbot	Correspondence with	JL re CELA wiki	0.1	620	62
1/26/21	Jennifer Liu	Correspondence with	LT re CELA wiki	0.1	900	90
1/27/21	Logan Talbot	Correspondence with	JW re tolling agreement	0.1	620	62
1/27/21	Justin Wilck	Correspondence with	LT re agreement	0.1	320	32
1/27/21	Justin Wilck	Correspondence with	JL re tolling agreement	0.2	320	64
1/27/21	Justin Wilck	Correspondence with	LT re PAGA	0.1	320	32
1/27/21	Justin Wilck	Conference call with	LT re PAGA searches	0.2	320	64
1/27/21	Logan Talbot	Conference call with	JW re PAGA searches	0.2	620	124
1/27/21	Justin Wilck	Review/analyze	PAGA searches for Alterra and subsidiaries in California	0.7	320	224

Date	User	Activity category	Description	Hours	Rate	Fees
1/27/21	Jennifer Liu	Correspondence with	JW re tolling agreement	0.2	900	180
1/28/21	Logan Talbot	Correspondence with	JL re mediator	0.1	620	62
1/28/21	Jennifer Liu	Correspondence with	LT re mediator	0.1	900	90
1/30/21	Jennifer Liu	Correspondence with	M. Russell and J. Parke re mediation dates	0.1	900	90
1/30/21	Jennifer Liu	Correspondence with	A. Chemers, R. Ottinger, and LT re mediator and mediation dates	0.1	900	90
2/3/21	Jennifer Liu	Correspondence with	R. Ottinger re mediation dates	0.1	900	90
2/3/21	Jennifer Liu	Correspondence with	A. Chemers, co-counsel, and LT re mediation dates	0.1	900	90
2/4/21	Logan Talbot	Correspondence with	R. Ottinger re client contact info	0.2	620	124
2/4/21	Jennifer Liu	Correspondence with	A. Chemers, co-counsel, and LT re mediation dates	0.1	900	90
2/4/21	Jennifer Liu	Correspondence with	M. Russell, J. Parke, and LT re mediation dates	0.1	900	90
2/10/21	Logan Talbot	Correspondence with	JW re mediation confirmation and calendaring	0.2	620	124
2/10/21	Justin Wilck	Manage data/files	calendaring deadlines and updating ADR for mediation	0.4	320	128
2/24/21	Logan Talbot	Conference call with	JL re mediation	0.1	620	62
2/24/21	Jennifer Liu	Conference call with	LT re mediation	0.1	900	90
2/26/21	Logan Talbot	Correspondence with	JW re saving CELA email on meal and rest breaks	0.1	620	62
3/2/21	Logan Talbot	Correspondence with	S. Steuart re schedule call	0.1	620	62
3/2/21	Logan Talbot	Correspondence with	B. Earhart re schedule call	0.1	620	62
3/11/21	Logan Talbot	Correspondence with	JW re scheduling interview with clients	0.1	620	62
3/11/21	Justin Wilck	Conference call with	class members, scheduling time for LT	0.1	320	32
3/11/21	Logan Talbot	Correspondence with	JW re scheduling interview with clients	0.1	620	62
3/11/21	Justin Wilck	Correspondence with	LT re scheduling time for call with S. Steuart	0.1	320	32
3/16/21	Jennifer Liu	Review/analyze	correspondence file	0.2	900	180

Date	User	Activity category	Description	Hours	Rate	Fees
3/16/21	Jennifer Liu	Correspondence with	RPF, LT, and co-counsel re mediation data and document requests and proposed email to opposing counsel re same	0.2	900	180
3/17/21	Logan Talbot	Conference call with	JL, R. Ottinger re mediation	0.1	620	62
3/17/21	Jennifer Liu	Conference call with	LT, R. Ottinger re mediation	0.1	900	90
3/17/21	Jennifer Liu	Correspondence with	A. Chemers, R. Ottinger, A. Mailhot, and LT re mediation data request	0.3	900	270
3/18/21	Logan Talbot	Correspondence with	JL re conference call	0.1	620	62
3/18/21	Logan Talbot	Conference call with	S. Steuart re [REDACTED]	0.7	620	434
3/18/21	Jennifer Liu	Correspondence with	A. Chemers, R. Ottinger, A. Mailhot, and LT re mediation data, scheduling call	0.1	900	90
3/18/21	Jennifer Liu	Correspondence with	LT re conference call	0.1	900	90
3/19/21	Logan Talbot	Correspondence with	JL re update from client	0.1	620	62
3/19/21	Logan Talbot	Manage data/files	saved TC notes to file	0.1	620	62
3/19/21	Logan Talbot	Correspondence with	JL re call notes from interview with client	0.4	620	248
3/19/21	Jennifer Liu	Correspondence with	LT re update from client	0.1	900	90
3/19/21	Jennifer Liu	Correspondence with	LT re call notes from interview with client	0.4	900	360
3/25/21	Justin Wilck	Manage data/files	calendared deadline for mediation brief	0.1	320	32
3/26/21	Jennifer Liu	Conference call with	LT, A. Chemers, A. Mailhot re mediation	0.8	900	720
3/26/21	Logan Talbot	Conference call with	JL, A. Chemers, A. Mailhot re mediation	0.8	620	496
3/28/21	Logan Talbot	Draft/revise	mediation brief	0.2	620	124
3/29/21	Logan Talbot	Draft/revise	mediation brief	0.7	620	434
3/30/21	Logan Talbot	Correspondence with	JL re Alterra notes	0.1	620	62
3/30/21	Logan Talbot	Draft/revise	mediation brief	1.4	620	868
3/30/21	Jennifer Liu	Correspondence with	LT re Alterra notes	0.1	900	90
3/31/21	Logan Talbot	Draft/revise	mediation brief	0.2	620	124
4/2/21	Logan Talbot	Draft/revise	mediation brief	3.7	620	2,294
4/2/21	Jennifer Liu	Correspondence with	A. Chemers, LT, R. Ottinger, and A. Mailhot re mediation data production	0.1	900	90

Date	User	Activity category	Description	Hours	Rate	Fees
4/2/21	Jennifer Liu	Correspondence with	E. Moses, LT, R. Ottinger, and A. Mailhot re complaint, mediation	0.2	900	180
4/2/21	Justin Wilck	Manage data/files	uploaded mediation information	0.1	320	32
4/4/21	Logan Talbot	Draft/revise	mediation brief	1.9	620	1,178
4/4/21	Logan Talbot	Review/analyze	EE handbook	0.5	620	310
4/5/21	Logan Talbot	Draft/revise	mediation brief	1.1	620	682
4/6/21	Logan Talbot	Correspondence with	co-counsel re JL's notes	0.1	620	62
4/6/21	Jennifer Liu	Draft/revise	mediation statement	1.6	900	1,440
4/7/21	Jennifer Liu	Correspondence with	LT re mediation statement	0.1	900	90
4/7/21	Logan Talbot	Review/analyze	document production	0.7	620	434
4/7/21	Logan Talbot	Correspondence with	JL re mediation brief	0.1	620	62
4/7/21	Jennifer Liu	Draft/revise	mediation statement and correspondence with co-counsel re same	2.0	900	1,800
4/9/21	Logan Talbot	Manage data/files	saved defendant's production to file	0.1	620	62
4/9/21	Logan Talbot	Draft/revise	mediation brief	0.6	620	372
4/9/21	Logan Talbot	Conference call with	JL re mediation brief	0.1	620	62
4/9/21	Jennifer Liu	Review/analyze	document production	0.6	900	540
4/9/21	Jennifer Liu	Draft/revise	summary data sheet	0.2	900	180
4/9/21	Jennifer Liu	Draft/revise	and finalize mediation statement	2.0	900	1,800
4/9/21	Jennifer Liu	Correspondence with	M. Russell and J. Parke re mediation brief and exhibits	0.1	900	90
4/9/21	Jennifer Liu	Correspondence with	LT and all co-counsel re damages calculations, scheduling strategy call	0.1	900	90
4/9/21	Jennifer Liu	Conference call with	LT re mediation brief	0.1	900	90
4/9/21	Logan Talbot	Correspondence with	JL and all co-counsel re damages calculations, scheduling strategy call	0.1	620	62
4/11/21	Jennifer Liu	Correspondence with	R. Ottinger re damages calculations	0.1	900	90
4/12/21	Logan Talbot	Correspondence with	JW re mediation data	0.1	620	62
4/12/21	Logan Talbot	Conference call with	JL, R. Ottinger re mediation	0.4	620	248
4/12/21	Jennifer Liu	Draft/revise	damages calculations	1.6	900	1,440

Date	User	Activity category	Description	Hours	Rate	Fees
4/12/21	Jennifer Liu	Conference call with	LT, R. Ottinger re mediation	0.4	900	360
4/13/21	Logan Talbot	Attend	mediation	5.5	620	3,410
4/13/21	Jennifer Liu	Attend	mediation	10.5	900	9,450
4/14/21	Jennifer Liu	Correspondence with	all counsel re MOA	1.0	900	900
4/16/21	Jennifer Liu	Correspondence with	co-counsel re settlement approval motions	0.2	900	180
4/20/21	Justin Wilck	Manage data/files	uploaded costs to billing	0.1	320	32
4/28/21	Jennifer Liu	Draft/revise	amended PAGA letter and correspondence with all counsel re same	2.0	900	1,800
4/29/21	Jennifer Liu	Correspondence with	LT re drafting complaint	0.1	900	90
4/29/21	Jennifer Liu	Correspondence with	LT re templates for PAGA-only settlement approval	0.1	900	90
4/29/21	Logan Talbot	Correspondence with	JL re drafting complaint	0.1	620	62
4/29/21	Logan Talbot	Correspondence with	JL re templates for PAGA-only settlement approval	0.1	620	62
4/30/21	Logan Talbot	Draft/revise	complaint	1.8	620	1,116
5/3/21	Logan Talbot	Draft/revise	complaint	1.5	620	930
5/4/21	Jennifer Liu	Correspondence with	and LT and W. Berrier update on settlement process	0.2	900	180
5/4/21	Jennifer Liu	Correspondence with	R. Ottinger, J. Graves, and LT re W. Berrier	0.1	900	90
5/19/21	Jennifer Liu	Correspondence with	LT and JW re PAGA letter	0.1	900	90
5/20/21	Justin Wilck	Correspondence with	LT re filing PAGA letter	0.1	320	32
5/20/21	Logan Talbot	Draft/revise	PAGA letter	0.3	620	186
5/20/21	Logan Talbot	Correspondence with	JW re PAGA letter	0.1	620	62
5/20/21	Justin Wilck	Correspondence with	LT re submission of amended PAGA notice	0.1	320	32
5/20/21	Logan Talbot	Correspondence with	JW re PAGA notice	0.1	620	62
5/20/21	Justin Wilck	File	amended PAGA notice, correspondence with LT and JL, sent amended notice to Z. Chemers via US Certified mail	0.9	320	288
5/28/21	Justin Wilck	Manage data/files	uploaded certified mail confirmation for Amended PAGA letter	0.1	320	32

Date	User	Activity category	Description	Hours	Rate	Fees
6/7/21	Justin Wilck	Conference with	JL, RPF, GB, and LK re case review	0.1	320	32
6/7/21	Gabriella Barbosa	Conference with	JL, RPF, JW, and LK re case review	0.1	440	44
6/7/21	Leah Kennedy	Conference with	JL, RPF, JW, and GB re case review	0.1	340	34
6/7/21	Rebecca Peterson-Fisher	Conference with	JL, LK, JW, and GB re case review	0.1	740	74
6/7/21	Jennifer Liu	Conference with	RPF, LK, JW, and GB re case review	0.1	900	90
6/29/21	Jennifer Liu	Correspondence with	J. Medwid and A. Mailhot re status update, PAGA letter, settlement agreement	0.2	900	180
7/28/21	Jennifer Liu	Correspondence with	co-counsel re complaint	0.2	900	180
7/28/21	Jennifer Liu	Review/analyze	complaint	0.5	900	450
7/29/21	Jennifer Liu	Correspondence with	co-counsel re PAGA letter, settlement agreement	0.2	900	180
8/17/21	Rebecca Peterson-Fisher	Conference call with	JL re preliminary approval briefing	0.1	740	74
8/17/21	Jennifer Liu	Conference call with	RPF re update	0.1	900	90
9/7/21	Jennifer Liu	Draft/revise	complaint	1.5	900	1,350
9/7/21	Jennifer Liu	Draft/revise	long-form settlement agreement	2.0	900	1,800
9/7/21	Jennifer Liu	Conference call with	W. Berrier re [REDACTED]	0.1	900	90
9/7/21	Jennifer Liu	Correspondence with	W. Berrier re [REDACTED]	0.1	900	90
9/7/21	Jennifer Liu	Correspondence with	R. Ottinger, A. Mailhot, and J. Medwid re complaint, settlement agreement	0.1	900	90
9/8/21	Jennifer Liu	Correspondence with	R. Ottinger and A. Mailhot re settlement agreement, complaint	0.1	900	90
9/19/21	Jennifer Liu	Draft/revise	settlement agreement and complaint	1.0	900	900
9/20/21	Jennifer Liu	Correspondence with	A. Chemers, R. Ottinger, and A. Mailhot re settlement agreement and complaint	0.2	900	180
9/24/21	Jennifer Liu	Review/analyze	MOA	0.1	900	90
9/24/21	Jennifer Liu	Correspondence with	A. Chemers, R. Ottinger, and A. Mailhot re complaint	0.1	900	90
9/30/21	Jennifer Liu	Conference call with	A. Chemers, R. Ottinger, and A. Mailhot re complaint, venue	0.5	900	450
10/5/21	Jennifer Liu	Draft/revise	complaint	2.0	900	1,800

Date	User	Activity category	Description	Hours	Rate	Fees
10/5/21	Jennifer Liu	Correspondence with	co-counsel re complaint	0.2	900	180
10/12/21	Jennifer Liu	Review/analyze	correspondence re filing of complaint	0.1	900	90
10/12/21	Jennifer Liu	Correspondence with	R. Ottinger, A. Mailhot, and J. Medwid re filing of complaint	0.1	900	90
10/28/21	Jennifer Liu	Draft/revise	motion for approval	3.0	900	2,700
11/22/21	Jennifer Liu	Correspondence with	R. Ottinger and J. Medwid re declaration in support of motion for approval	0.1	900	90
11/29/21	Logan Talbot	Draft/revise	PAGA approval motion; correcting typo in heading	0.1	620	62
11/29/21	Logan Talbot	Draft/revise	PAGA approval motion; correcting typo in heading number	0.1	620	62
11/29/21	Logan Talbot	Draft/revise	PAGA approval motion; correcting typo in case citation	0.1	620	62
11/30/21	Logan Talbot	Correspondence with	JL re settlement approval motion	0.2	620	124
11/30/21	Logan Talbot	Correspondence with	JL re settlement approval motion	0.1	620	62
11/30/21	Logan Talbot	Correspondence with	JL re settlement approval motion	0.1	620	62
11/30/21	Jennifer Liu	Correspondence with	LT re settlement approval motion	0.2	900	180
12/1/21	Logan Talbot	Correspondence with	F. Dusenberry re settlement approval motion	0.2	620	124
12/1/21	Logan Talbot	Correspondence with	F. Dusenberry re settlement approval motion	0.1	620	62
12/1/21	Logan Talbot	Correspondence with	F. Dusenberry re settlement approval motion	0.1	620	62
12/1/21	Logan Talbot	Correspondence with	F. Dusenberry re settlement approval motion	0.1	620	62
12/6/21	Logan Talbot	Correspondence with	JL re motion for PAGA settlement approval	0.1	620	62
12/6/21	Logan Talbot	Correspondence with	JL re PAGA settlement approval motion	0.1	620	62
12/6/21	Logan Talbot	Correspondence with	F. Dusenberry re PAGA settlement approval motion	0.1	620	62
12/6/21	Jennifer Liu	Correspondence with	LT re PAGA settlement approval motion	0.1	900	90
12/7/21	Logan Talbot	Draft/revise	motion for paga settlement approval	4.3	620	2,666
12/7/21	Logan Talbot	Conference call with	JL re motion for PAGA settlement approval	0.2	620	124
12/7/21	Jennifer Liu	Conference call with	LT re motion for PAGA settlement approval	0.2	900	180
12/13/21	Logan Talbot	Draft/revise	motion for PAGA settlement approval	0.2	620	124

Date	User	Activity category	Description	Hours	Rate	Fees
12/13/21	Logan Talbot	Correspondence with	JL re PAGA settlement approval motion	0.1	620	62
12/14/21	Logan Talbot	Correspondence with	F. Dusenberry re motion for PAGA settlement approval	0.2	620	124
12/14/21	Logan Talbot	Correspondence with	F. Dusenberry re motion for PAGA settlement approval	0.2	620	124
12/15/21	Logan Talbot	Review/analyze	JL's email correspondence re PAGA settlement approval motion filing	0.1	620	62
12/15/21	Logan Talbot	Review/analyze	draft PAGA settlement approval motion	0.3	620	186
12/15/21	Logan Talbot	Correspondence with	JL and Ottinger Law re settlement admin declaration	0.1	620	62
12/15/21	Jennifer Liu	Correspondence with	LT and co-counsel re settlement administrator declaration	0.1	900	90
12/15/21	Jennifer Liu	Correspondence with	co-counsel re materials for approval motion	0.1	900	90
12/17/21	Justin Wilck	Manage data/files	saved agreement and correspondence with co-counsel	0.3	320	96
12/17/21	Jennifer Liu	Correspondence with	JW re co-counsel agreement	0.1	900	90
12/17/21	Jennifer Liu	Correspondence with	co-counsel re co-counsel agreement	0.1	900	90
12/20/21	Jennifer Liu	Correspondence with	F. Dusenbery re notice of settlement	0.2	900	180
12/20/21	Jennifer Liu	Review/analyze	time entries and costs	1.1	900	990
12/20/21	Jennifer Liu	Correspondence with	R. Ottinger and F. Dusenbery re time entries and costs	0.1	900	90
12/21/21	Jennifer Liu	Review/analyze	time entries and costs; correspondence with R. Ottinger and F. Dusenbery re same	0.8	900	720
12/27/21	Jennifer Liu	Correspondence with	all counsel re notice of settlement, stipulation	0.2	900	180
12/28/21	Jennifer Liu	Correspondence with	co-counsel re notice of settlement, stipulation and execute same	0.2	900	180
1/3/22	Jennifer Liu	Draft/revise	declaration in support of motion for approval of PAGA settlement	0.5	900	450

Date	User	Activity category	Description	Hours	Rate	Fees
1/3/22	Jennifer Liu	Correspondence with	co-counsel re declaration in support of motion for approval of PAGA settlement	0.1	900	90
1/5/22	Justin Wilck	Manage data/files	updated docket and settlement admin folders	0.5	320	160
1/5/22	Jennifer Liu	Correspondence with	co-counsel re claims administrator	0.1	900	90
1/5/22	Jennifer Liu	Correspondence with	co-counsel re docket	0.1	900	90
1/10/22	Jennifer Liu	Correspondence with	co-counsel re CMC	0.1	900	90
1/11/22	Jennifer Liu	Conference call with	JW re CMC	0.1	900	90
1/11/22	Justin Wilck	Conference call with	JL re CMC	0.1	320	32
1/11/22	Justin Wilck	Draft/revise	proof of service, register remote appearance with CourtCall	0.8	320	256
1/11/22	Jennifer Liu	Correspondence with	all counsel re CMC	0.1	900	90
1/12/22	Justin Wilck	Manage data/files	added CMC to calendar	0.2	320	64
1/12/22	Rebecca Peterson-Fisher	Correspondence with	JL re appearing at CMC	0.1	740	74
1/12/22	Jennifer Liu	Conference call with	RPF re appearing at CMC, background of case	0.4	900	360
1/12/22	Rebecca Peterson-Fisher	Conference call with	JL re appearing at CMC, background of case	0.4	740	296
1/12/22	Jennifer Liu	Correspondence with	RPF re background documents	0.1	900	90
1/12/22	Jennifer Liu	Correspondence with	all co-counsel re CMC	0.1	900	90
1/12/22	Jennifer Liu	Correspondence with	all co-counsel re CMC statement	0.1	900	90
1/12/22	Jennifer Liu	Correspondence with	JW re calendaring	0.1	900	90
1/13/22	Justin Wilck	Conference call with	CourtCall re refund	0.5	320	160
1/13/22	Justin Wilck	Correspondence with	JL re refund on CourtCall	0.1	320	32
1/13/22	Jennifer Liu	Correspondence with	RPF re background of case	0.3	900	270
1/13/22	Jennifer Liu	Correspondence with	all counsel re CMC	0.1	900	90
1/14/22	Justin Wilck	Manage data/files	updated docket	0.2	320	64
1/18/22	Jennifer Liu	Review/analyze	motion for approval	1.0	900	900
1/19/22	Justin Wilck	Review/analyze	settlement administrator proposals, saved documents to Dropbox	0.2	320	64
1/19/22	Jennifer Liu	Review/analyze	claims administrator not-to-exceed bid	0.2	900	180
1/21/22	Jennifer Liu	Correspondence with	J. Medwid re updated lodestar and costs	0.1	900	90

Date	User	Activity category	Description	Hours	Rate	Fees
1/24/22	Jennifer Liu	Review/analyze	time entries and correspondence with co-counsel re same	0.5	900	450
1/24/22	Jennifer Liu	Correspondence with	J. Medwid re detailed lodestar and costs	0.1	900	90
1/25/22	Justin Wilck	Manage data/files	CMC deadline, updated calendar	0.2	320	64
1/26/22	Jennifer Liu	Correspondence with	J. Medwid re motion for approval	0.1	900	90
				112.0		81,872

Summary	Hours	Rate	Fees
Jennifer Liu	55.2	900	49,680
Rebecca Peterson-Fisher	0.9	740	666
Logan Talbot	45.4	620	28,148
Engram Wilkinson	0.1	360	36
Leah Kennedy	0.1	340	34
Gabriella Barbosa	0.1	440	44
Justin Wilck	6.6	320	2,112
Julia Anderson	3.6	320	1,152
TOTAL	112.0		81,872

EXHIBIT 5

JOINT STIPULATION OF SETTLEMENT AND RELEASE

This Memorandum of Agreement is made between proposed plaintiffs Sam Steuart, Brandt Earhart, and William Berrier (“Plaintiffs”), on behalf of themselves and on behalf of the State of California, on the one hand, and proposed defendants Squaw Valley Resort, LLC, Mammoth Mountain Ski Area, LLC, and Snow Summit, LLC (together, “Defendants”), on the other, subject to approval by a Court in accordance with California Labor Code Section 2699(1)(2), and subject to the following terms and conditions:

I. DEFINITIONS.

The following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. “Action” means the threatened civil action under PAGA, as initially described in the letter from Plaintiffs’ counsel dated August 6, 2020 to the LWDA, and as further described in Plaintiff’s amended letter dated May 20, 2021.
- B. “Agreement,” “Settlement,” or “Settlement Agreement” means this Settlement Agreement.
- C. “Complaint” means the civil complaint that Plaintiffs will file in order to effectuate this Agreement.
- D. “Court” means the Superior Court for the State of California, County of San Bernardino.
- E. “Covered Period” means the period of time from August 6, 2019 to July 1, 2021.
- F. “Defendants” means Squaw Valley Resort, LLC, Mammoth Mountain Ski Area, LLC, and Snow Summit, LLC.
- G. “Defendants’ Counsel” means Alexander M. Chemers of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- H. “Effective Date” means two court days after: (a) the Parties are notified of entry of the Court’s Order granting approval of the Settlement, if no timely motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (b) in the event that an appeal or other effort to obtain reconsideration or review has been initiated, the date sixty-one (61) calendar days after such appeal or other reconsideration or review has been finally concluded in favor of the order granting approval of the Settlement and the order granting approval of the Settlement is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise and funding of the Settlement Payments.
- I. “LWDA” means the California Labor & Workforce Development Agency.

- J. “LWDA Payment” means the portion of the payment from the Net Settlement Amount to be paid to the LWDA under the Settlement Agreement.
- K. “Net Settlement Amount” means the amount from the Total Settlement Amount that is available for distribution as the LWDA Payment and Settlement Shares to the PAGA Settlement Group Members after deductions for the Settlement Administrator’s fees and expenses, the incentive payment to Plaintiffs, and Plaintiffs’ Counsel’s attorneys’ fees and costs award. The entire Net Settlement Amount will be distributed to the LWDA and PAGA Settlement Group Members for settlement of PAGA penalties.
- L. “Order” means the Order granting approval of the Settlement. The Parties will submit a proposed Order Approving Settlement Agreement for consideration by the Court.
- M. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code Section 2698 et seq.
- N. “PAGA Settlement Group Members” means California non-exempt employees of Defendants during the Covered Period who were on-duty skiers and riders, including, but not limited to, ski instructors, ski team coaches, lift operators, hosts, ski patrol and associated on-mountain safety personnel, and other employees. Defendants estimate that approximately 4,250 or fewer persons qualify as PAGA Settlement Group Members.
- O. “Plaintiffs” mean Sam Steuart, Brandt Earhart, and William Berrier.
- P. “Plaintiffs’ Counsel” means Robert Ottinger of Ottinger Employment Lawyers and Jennifer Liu of The Liu Law Firm, P.C.
- Q. “Parties” means Plaintiffs and Defendants.
- R. “Released PAGA Claims” means that this settlement forever bars Releasing Parties, for the period spanning August 6, 2019 through July 1, 2021, from pursuing any action or claims under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698, *et seq.*, against, the Released Parties, alleged or that could have been alleged against Defendants and the Released Parties based on or arising out of the facts, circumstances, and primary rights at issue in the Action, including but not limited to allegations of, and/or violation of, California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5, and 2698 et seq., and/or violation of Industrial Welfare Commission Wage Order No. 10, including alleged theories for unpaid wages (whether off-the-clock, donning/doffing, on-call time or other), non-compliant meal periods or rest breaks, reporting time pay, split-shift premiums, expense reimbursement, wage statements, and final pay.

- S. "Released Parties" means Defendants and all of their present and former parent companies (including, but not limited to, Alterra Mountain Company U.S., Inc.), subsidiaries, divisions, partnerships, or affiliates, and each of their respective present and former employees, officers, directors, partners, members, agents, attorneys, insurers, administrators, representatives, shareholders, predecessors, successors, and assigns.
- T. "Releasing Parties" means Plaintiffs, the LWDA, and all PAGA Settlement Group Members, and each of their predecessors, successors, and assigns.
- U. "Settlement Administrator" means a third-party administrator selected by the Parties and approved by the Court. The Settlement Administrator will engage in best efforts to trace PAGA Settlement Group Members so that they can receive their Settlement Share, including last known telephone number and/or personal email address (if known by Defendants).
- V. "Settlement Share" means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as consideration for the settlement and release of claims for penalties under PAGA as provided by this Agreement.
- W. "Total Settlement Amount" means the total amount to be paid by Defendants as provided by this Agreement.

II. NO ADMISSION OF LIABILITY.

- A. Defendants deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants. This Settlement and the fact that Plaintiffs and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
- B. Whether or not the Order becomes final and the Effective Date occurs, nothing in this Agreement, any document, statement, proceeding or conduct related to the Settlement, or any reports or accounting of those matters, will be construed as, offered or admitted in evidence as, received as, or deemed to be evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage. If the Court does not approve the Settlement or enter the Order approving it for any reason, or if the Effective Date does not occur for any reason, Defendants shall retain all of their rights to object to the maintenance of the Action as a representative action, and nothing in this Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any party concerning whether the Action may properly be maintained as a representative action under PAGA.

- C. This Section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

III. SETTLEMENT TERMS AND CONDITIONS.

- A. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement, the Total Settlement Amount is \$850,000.00. The Total Settlement Amount will cover: (a) the LWDA Payment; (b) all Settlement Shares to PAGA Settlement Group Members; (c) Plaintiffs' attorneys' fees, costs, and expenses related to the claims encompassed by this Agreement (which includes, but is not limited to, all such fees and costs incurred to date, as well as all such fees and costs incurred in documenting the settlement, securing court approval of the settlement including any and all submissions related thereto, providing notice to the LWDA, administration associated with the Settlement, and obtaining a dismissal of the Action with prejudice); (d) the incentive payments to Plaintiffs; and (e) the Settlement Administrator's fees and expenses. In no event shall Defendants be required to pay any amount more than the Total Settlement Amount.
- B. **Attorneys' Fees and Costs.** Defendants will not oppose an application for attorneys' fees in an amount that does not exceed 35% of the Total Settlement Amount (*i.e.*, \$297,500.00). Defendants will not oppose an application for up to \$10,000.00 in litigation costs. Plaintiffs' Counsel will not seek, or be entitled to any attorneys' fees and/or costs related to the claims encompassed by this Agreement, other than those specified in this Agreement. Plaintiffs' Counsel shall be solely and legally responsible to pay all applicable taxes on any payments made pursuant to this Section. The appropriate 1099 tax forms shall be provided by the Settlement Administrator to Plaintiffs' Counsel for any payments made pursuant to this Section.
- C. **Incentive Payments.** Plaintiffs' Counsel will request, and Defendants will not oppose, a representative incentive payment to each Plaintiff from the Total Settlement Amount in an amount not to exceed \$5,000.00 per plaintiff. These incentive payments shall be in addition to whatever payment Plaintiffs are otherwise entitled to as a PAGA Settlement Group Member. The appropriate 1099 tax forms shall be provided by the Settlement Administrator to Plaintiffs for any payment made pursuant to this Section.
- D. **Settlement Shares.** Subject to the terms and conditions of this Agreement, each PAGA Settlement Group Member will be allocated a Settlement Share from 25% of the Net Settlement Amount; the remainder of the Net Settlement Amount shall be paid to the LWDA.
- E. **Distribution of Settlement Shares to PAGA Settlement Group Members.** After deducting for the amounts for the LWDA Payment, the Settlement Administrator's fees and expenses, the incentive payment to Plaintiffs, and attorneys' fees, costs,

and expenses, the Net Settlement Amount will be paid as Settlement Shares to each PAGA Settlement Group Member. The portion of the Net Settlement Amount available for distribution to PAGA Settlement Group Members (25% of the Net Settlement Amount) will be divided equally among all PAGA Settlement Group Members. Because these payments are for civil penalties, they will be made without withholdings and with the Settlement Administrator issuing IRS Form 1099s to the PAGA Settlement Group Members for each Settlement Share. PAGA Settlement Group Members will be responsible for any and all taxes due because of their Settlement Shares.

- F. **Payment to LWDA.** The Settlement Administrator will pay 75% of the Net Settlement Amount to the LWDA as its share of the Settlement attributable to civil penalties under Labor Code Section 2699(i) (the “LWDA Payment”).
- G. **Appointment of Settlement Administrator.** In connection with a joint submission to the Court for an order approving this Agreement, the Parties will propose a Settlement Administrator to distribute the Settlement Shares and other payments due under the Settlement, and otherwise administer the Settlement.
- H. **Payment to Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Court.
- I. **Good Faith Efforts.** The Parties agree to make good faith efforts to work together to obtain current mailing addresses for PAGA Settlement Group Members for whom the Settlement Administrator receives their settlement checks returned as undeliverable, or who have not cashed their settlement checks ninety (90) days after the Settlement Administrator mails their settlement checks. Good faith efforts include but are not limited to Defendants providing the Settlement Administrator with cellphone numbers and/or personal email addresses that it has in its records.
- J. **Procedure for Seeking Approval of Settlement.**
 - 1. Plaintiffs will prepare an amended letter to the LWDA that details the claims described in the Released PAGA Claims definition. Plaintiffs’ Counsel will share the proposed letter with Defendants’ Counsel prior to submitting it to the LWDA.
 - 2. Plaintiffs shall submit a copy of the Settlement to the LWDA at the same time that the Settlement is submitted to the Court for approval pursuant to California Labor Code Section 2699(1)(2). If Plaintiffs fail to satisfy this condition in compliance with California Labor Code Section 2699(1)(2), the Settlement shall be voidable at Defendants’ option.
 - 3. Within 10 calendar days after entry of the Order approving the Settlement, Plaintiffs shall submit a copy of the Order to the LWDA in compliance with California Labor Code Section 2699(1)(3). If Plaintiffs fail to satisfy this

condition in compliance with California Labor Code Section 2699(1)(3), the Settlement shall be voidable at Defendants' option.

4. If the Court does not grant approval of the Settlement or will only grant approval of the Settlement by requiring the Parties to make material modifications, or if the Court's approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void unless the Parties mutually agree to renegotiate the Settlement. A modification of amounts payable in attorneys' fees or expenses, or the amount of the requested incentive payments, shall not be deemed a material modification of the Settlement.

K. Compliance with All Required Notice. Plaintiffs' compliance with the notice procedures described in Section III(J) shall constitute due and sufficient notice to the LWDA, and shall be deemed by the Parties to satisfy any requirement of due process. Nothing else shall be required of, or done by, the Parties, Plaintiffs' Counsel, or Defendants' Counsel to provide notice of the Settlement.

L. No Right to Opt Out. The Parties agree there is no statutory right for any PAGA Settlement Group Member to opt out or otherwise exclude themselves from the Settlement.

M. Payment of Settlement Shares to PAGA Settlement Group Members.

1. No later than ten (10) business days after the Effective Date, Defendants shall provide the Settlement Administrator with a list of the PAGA Settlement Group Members (the "Aggrieved Employees List"). The Aggrieved Employees List shall state each PAGA Settlement Group Member's (1) full name, (2) last known address, (3) last known phone number, and (4) social security number. This information shall be treated as and remain confidential and shall be used solely to manage the notice and settlement administration process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to the express written authorization of Defendants, the individual in question, or by order of the Court. The Aggrieved Employees List shall not include materially more than 4,250 persons.
2. Prior to mailing the Individual Settlement Shares with the PAGA Settlement Group Member Cover Letter (the "Cover Letter," attached hereto as "EXHIBIT A"), the Settlement Administrator shall check the addresses provided using the National Change of Address database. If any Individual Settlement Shares with the PAGA Settlement Group Member Cover Letter are returned as undeliverable, but with a forwarding address the Settlement Administrator shall within five (5) calendar days re-mail the Individual Settlement Shares with the PAGA Settlement Group Member Cover Letter to the forwarding address. If any Individual Penalties Payments and Cover Letter are returned as undeliverable without a forwarding address, the

Settlement Administrator shall within five (5) calendar days conduct a skip trace search for a more current address of the PAGA Settlement Group Member and re-mail the Individual Settlement Shares with the PAGA Settlement Group Member Cover Letter to any alternative or updated address obtained by the Settlement Administrator.

3. Settlement checks to PAGA Settlement Group Members shall be negotiable for one hundred eighty (180) days from the initial mailing date. If a PAGA Settlement Group Member fails to cash the Check or deposit the check within one hundred eighty (180) days of the initial mailing date, the Settlement Administrator will distribute the funds represented by the uncashed check(s) to the California State Controller's Office Unclaimed Property Fund, or alternatively to a single recipient designated by the Court in its discretion in connection with the Court's consideration and approval of the Settlement.
- N. **Timing of Settlement Payments.** Within 5 business days after the Effective Date, the Settlement Administrator will provide Defendants with wire transfer information. Within 15 business days after the Effective Date, Defendants will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. The Settlement Administrator will then distribute the payments required under this Agreement within 10 business days of receipt of the Total Settlement Amount. No person or entity shall have any claim against Defendants, Defendants' Counsel, Plaintiffs, Plaintiffs' Counsel or any Settlement Administrator based on distributions and payments made in accordance with this Agreement. Defendants shall have no responsibility to distribute any payment of attorneys' fees or costs to any attorney or law firm that may claim entitlement to fees and costs under this Settlement Agreement or as a result of the Action.
- O. **Waiver of Right to Appeal.** Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiffs, Defendants, and their respective counsel hereby waive any and all rights to appeal the approval of the Settlement, and the Order therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If any appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until after the Effective Date.
- P. **Representative Group Release.** Upon the Effective Date, this settlement forever bars Releasing Parties, for the period spanning August 6, 2019 through July 1, 2021, from pursuing the Released PAGA Claims. This release applies whether or not a given PAGA Settlement Group Member receives or cashes his or her individual Settlement Share.

Releasing Parties agree that this waiver is an essential and material term of this release and the Settlement that underlies it, and that without such waiver, the Settlement would not have been accepted.

- Q. **General Release By Plaintiffs.** Each Plaintiff individually agrees to a complete release of claims against the Released Parties, of any nature whatsoever, whether known or unknown, arising out of his employment with Defendants, to the fullest extent permitted by law. This includes, but is not limited to, claims involving breach of contract, tort, discrimination, harassment, wage-and-hour violations, and any other federal, state or other government statute or regulation.

Plaintiffs shall also be deemed to have expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Civil Code § 1542, or any other similar provision under federal or state law that purports to limit the scope of a general release. Plaintiffs have read Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- R. **No Injunctive Relief.** As part of this Settlement, Defendants shall not be required to enter any consent decree, nor shall Defendants be required to agree to any provision of injunctive relief.
- S. **Interim Stay of Proceedings.** The Parties agree to refrain from further litigation of this matter, except such proceedings necessary to implement and obtain entry of the Order granting approval of the Settlement. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate if the Settlement is not approved by the Court.
- T. **Continued Jurisdiction.** After entry of the request for dismissal of the Action, with prejudice, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Agreement, (ii) Agreement administration matters, and (iii) such matters as may be appropriate under court rules or applicable law, or as set forth in this Agreement.
- U. **Confidentiality.** Neither Plaintiffs nor their counsel shall engage in the release of any public statements, press releases, or advertising relating to this Settlement or to Defendants, nor shall they make any public comments or initiate any publicity of any kind related to this Settlement or Defendants. If, before the filing of the submission to the Court seeking approval of the Settlement, Plaintiffs and their counsel discloses to anyone other than Plaintiffs' financial advisors (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Defendants may rescind the Settlement, rendering it null and void. Notwithstanding anything to the contrary, Plaintiffs' counsel may refer to this Settlement on their firm websites for purposes of providing PAGA Settlement Group Members with factual information related to

the Action and Settlement, and may refer to this case and/or Settlement in court filings.

V. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action reached through arms-length negotiations, through the assistance of a neutral mediator, taking into account all relevant factors, current and potential.

W. **Agreement Constitutes a Complete Defense.** To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to any action, suit, or other proceedings that may be ongoing, instituted, prosecuted, or attempted, with respect to the Released PAGA Claims, against the Released Parties.

X. **Tax Liability.** Other than the reporting requirements set forth in Paragraph III.E, the PAGA Settlement Group Members, including Plaintiffs, shall be responsible for the reporting and payment of any federal, state, and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement Agreement. Defendants make no representations, and it is understood and agreed that Defendants have made no representations, as to the taxability of any portions of the Individual Settlement Shares to any PAGA Settlement Group Members, the payment of any costs or an award of attorney fees, or any payments to Plaintiff.

Y. **Miscellaneous Terms.**

1. **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding this Settlement and the Released PAGA Claims and constitutes the complete, final, and exclusive embodiment of their agreement with respect to the subject matter hereof, and all prior or contemporaneous understandings, representations, and statements, oral or written, are merged into and superseded by this Agreement. No other promises or agreements, either expressed or implied, shall be binding unless signed in writing by Plaintiffs and Defendants.
2. **Attorney Authorization.** Plaintiffs' Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

3. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
4. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of the Parties.
5. **Applicable Law.** All terms and conditions of this Agreement will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
6. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
7. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
8. **Execution in Counterparts.** This Agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile signatures and signatures transmitted by PDF shall be equivalent to original signatures.
9. **Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

IV. EXECUTION

The Parties have duly authorized and caused this Agreement to be executed on the date(s) set forth below.

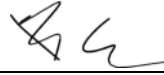
Dated: December 22, 2021

SAM STEUART



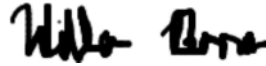
Dated: December15, 2021

BRANDT EARHART



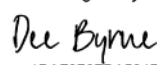
Dated: December15, 2021

WILLIAM BERRIER



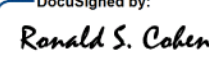
Dated: December__, 2021
1/8/2022

SQUAW VALLEY RESORT, LLC
President and COO
Dee Byrne

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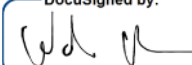
Dated: December__, 2021
1/13/2022

MAMMOTH MOUNTAIN SKI AREA, LLC
President and COO
Ronald S. Cohen

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Dated: December__, 2021
1/13/2022

SNOW SUMMIT, LLC
President and COO
Wade Reeser

DocuSigned by:

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Dated: November__, 2021
1/14/2022

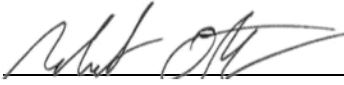
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART,P.C.
Alexander M. Chemers

By: 

Alexander M. Chemers
Attorneys for Defendants

Dated: December 15, 2021

OTTINGER EMPLOYMENT LAWYERS
Robert Ottinger

By: _____

Robert Ottinger
Attorneys for Plaintiffs

As to form and provisions relating
specifically to Plaintiff's Counsel

48770150.1

Robert W. Ottinger (SBN 156825)
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Fax: (650) 460-6967
Email: jliu@liulawpc.com

Attorneys for Plaintiff and the Proposed Representative Class

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONO

BRANDT EARHART, SAM STEUART, and
WILLIAM BERRIER, on behalf of himself and
all those similarly situated,

Plaintiff,

vs.

SQUAW VALLEY RESORT, LLC,
MAMMOTH MOUNTAIN SKI AREA, LLC,
and SNOW SUMMIT, LLC, and DOES 1
THROUGH 100, inclusive,

Defendants.

Case No.: 21UCM49

PROOF OF SERVICE

PROOF OF SERVICE

JURISDICTION: STATE OF CALIFORNIA, COUNTY OF MONO
CASE NAME: EARHART, et al. v. SQUAW VALLEY RESORT, LLC, et al.
CASE NO.: 21UCM49

I certify that I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is 535 Mission Street, 14th Floor, San Francisco, CA 94105.

On February 2, 2022, I served the following documents:

- **DECLARATION OF ROBERT OTTINGER IN SUPPORT OF PLAINTIFFS MOTION APPROVING SETTLEMENT**

in this action by transmitting a true copy thereof addressed as follows:

Alexander Chemers

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

400 South Hope Street, Suite 1200

Los Angeles, CA 90071

Telephone: 213-330-0802

zander.chemers@ogletreedeakins.com

☐ **BY U.S. MAIL – FIRST CLASS:** I am readily familiar with the firm's practices of collection and processing correspondence for mailing. Under that practice it would be deposited within the U.S. Postal Service on that same day with postage thereon fully prepaid at San Francisco, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.

☒ **BY EMAIL:** By transmitting the foregoing documents to the e-mail addresses listed above.

☒ **STATE**

I declare under penalty of perjury under the laws of the State of Florida that the above is true and correct.

Executed on February 2, 2022 at Jupiter, Florida

/s/ Jolen Medwid
Jolen Medwid