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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – CIVIL COMPLEX CENTER

MIGUEL CATALAN, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

CALIFORNIA ROADSIDE SERVICE,
LLC, a California limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2020-01165556-CU-OECXC

[Assigned for all purposes to the Hon. William
D. Claster, Dept. CX104]

**DECLARATION OF HEATHER M. DAVIS
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Date: October 6, 2023
Hearing Time: 9:00 a.m.
Dept: CX104

Reservation Number: 74090220

Complaint filed: October 16, 2020
Trial: None Set

DECLARATION OF HEATHER M. DAVIS

I, Heather M. Davis, declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California and all United States District Courts in the State of California. I am a partner of the Protection Law Group, LLP, attorneys of record for named Plaintiff Miguel Catalan. I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

CLASS COUNSEL'S BACKGROUND AND EXPERIENCE

2. I am a duly licensed attorney and have been a member of the Colorado State Bar since 1998, the California State Bar since 2005, and the Arizona State Bar since 2007. I graduated from the University of Denver School of Law in 1998, and I am licensed to practice before all courts of the State of California and Colorado as well as the State of Arizona and District Courts throughout the country.

3. Prior to opening my law firm, I developed particular experience in the area of wage and hour litigation. For instance, between 2004 and 2007, I worked for a national law firm solely devoted to the representation of employers and largely represented Wal-Mart and Sam's Club, as the largest employer in the United States in hundreds of employment matters. Further, between 2007 and 2013, I joined the law firm of Littler Mendelson, P.C., the largest labor and employment law firm in the United States.

4. During my employment with Littler Mendelson, P.C., I continued my practice of employment law and was responsible for and defended dozens of complex class actions involving some of the largest representative and class actions brought under the California Labor Code, including meal and rest break violations, overtime, minimum wage claims, off-the-clock work and other related wage claims. My practice included the management of dozens of class actions. My management of these cases included taking and defending hundreds of depositions and interviews of hundreds of putative class members as well as extensive state, federal and appellate briefing on hundreds of wage and hour issues involving class actions.

5. During my employment at Littler Mendelson, I played a significant role in the class actions for which I was responsible. In particular, I was often in charge of leading the strategy of the

1 cases and drafting all of the briefs. I received a wide-array of wage and hour class action experience
2 performing the following types of tasks: drafting demurrers; motions to strike and/or dismiss;
3 removing actions from state court to federal court; drafting and responding to written discovery;
4 drafting and opposing discovery related motions; arguing discovery related motions; drafting motions
5 to consolidate related matters; interviewing putative class members and obtaining declarations in
6 connection with class certification; drafting oppositions to motions for class certification; drafting
7 motions for decertification following class certification; conducting exposure analyses to assess the
8 strengths and weaknesses of asserted claims, the likelihood of prevailing at class certification and
9 potential damages resulting from such claims; drafting mediation briefs; serving as the primary
10 contact to in-house counsel; deposing Plaintiff and putative class members; deposing retained expert
11 witnesses; and defending the depositions of corporate witnesses. In short, I played an integral role in
12 all aspects of litigation from the inception of a matter through and beyond class certification.

13 6. During my practice in other jurisdictions and continuing today, I have been primarily
14 devoted to working in employment law and on complex class action and representative litigation and
15 multi-plaintiff work.

16 7. Protection Law Group LLP is a law firm specifically devoted to the representation of
17 employees against Employers in California involving claims relating to violations of the California
18 Labor Code, including claims for failure to pay all wages owed, failure to pay overtime premiums,
19 failure to any meal and rest premiums and failure to provide accurate wage records. The practice of
20 employment law is a very specific, narrow field which requires diligence in an ever-evolving field of
21 substantive and procedural law.

22 8. Although not exhaustive, below is a representative list of several of the wage and hour
23 class actions that I performed substantial work on while I was an attorney with Littler Mendelson,
24 including, but not limited to: *Villacres v. ABM Industries, Inc.*, 189 Cal.App.4th 562 (2010); *Brizuela*
25 *v. Copart, Inc.*, CIVRS11101592, (San Bernardino Superior Court class action settlement); *Augustus*
26 *v. ABM Industries, Inc.*, BC336416, 2 Cal. 5th 257 (2016); *Tagaki v. United Airlines*, 2:11-CV9191
27 (Central District class action settlement), *Babasa v. Comerica, Inc.*, 3:11-CV00595, *Leyva v. Medline*
28 *Industries, Inc.* 5:11-cv-00164 (Central District), *Blue v. Coldwell Banker Residential Brokerage Co.*,

BC417335, (Los Angeles Superior Court, class action settlement), and *Acosta v. Texwood Industries, Inc.*, 2:07-cv-03237-DDP-PLA (Central District class action settlement).

9. Since opening my firm, I have served as lead counsel or co-class counsel in several wage and hour class and/or representative actions seeking wages and penalties owed on behalf of employees for which final approval of the settlement or class certification has been granted, including, but not limited to the following:

- *Holzer v. Wedbush Securities, Inc.*, BC550462 (Los Angeles Superior Court wage and hour class action certifying class and appointing Protection Law Group, LLP as class counsel);
- *White v. Windy Pizza Plus, LLC*, Case No BC593377 (Los Angeles Superior Court wage and hour class action certifying class and appointing Protection Law Group, LLP as class counsel);
- *Morera v. Continental Assets Mgmt.*, BC502003 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497-VC (United States District Court, Northern District of California, wage and hour class action settlement and appointment Protection Law Group, LLP as class counsel in settlement);
- *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles Superior Court wage and hour Class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Kesheshian, et al v. S. Cal. Logistics*, BC557981 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court wage and hour class action);
- *Glenn v. Decron Properties Corp.*, BC578035 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Torres v. Auto Rescue et al.*, RIC1509900 (Riverside County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Kashanian v. Plus Labs, Inc.*, 2016-1-CV-294231 (Santa Clara County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);

- 1 • *Cadena v. Tetra Property Management*, 257425 (Tulare County Superior Court wage and
- 2 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 3 • *Drayton v. Hollywood Park Casino*, BC593935 (Los Angeles Superior Court wage and hour
- 4 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 5 • *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles Superior Court wage and hour class
- 6 action appointing Protection Law Group, LLP as class counsel in settlement);
- 7 • *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court, Central District
- 8 of California appointing Protection Law Group, LLP as class counsel in settlement);
- 9 • *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV530405 (San Mateo County Superior Court
- 10 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 11 settlement);
- 12 • *Utterbach v. Daylight Transport, LLC et al.*, BC600994 (Los Angeles Superior Court wage
- 13 and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 14 • *Eiden v. Olive & June*, BC654685 (Los Angeles Superior Court wage and hour class action
- 15 appointing Protection Law Group, LLP as class counsel in settlement);
- 16 • *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino Superior Court wage and hour class
- 17 action appointing Protection Law Group, LLP as class counsel in settlement);
- 18 • *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino Superior Court wage
- 19 and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 20 • *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American
- 21 Arbitration Association wage and hour class action appointing Protection Law Group, LLP as
- 22 class counsel in settlement on behalf of class of 75,000+ putative class members);
- 23 • *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo Superior Court wage
- 24 and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 25 • *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles Superior Court wage and
- 26 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 27 • *Ramirez v. Western National Properties*, BC639319 (Los Angeles Superior Court wage and
- 28 hour class action appointing Protection Law Group, LLP as class counsel in settlement);

- 1 • *Hernandez v. Access Dental Plan et. al*, 34-2017-00220944 (Sacramento Superior Court wage
2 and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 3 • *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS1803211 (San Bernardino
4 Superior Court wage and hour class action appointing Protection Law Group, LLP as class
5 counsel in settlement);
- 6 • *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles Superior Court wage and
7 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 8 • *Fuentes v. Communications Test Design, Inc.*, CIVDS1802427 (San Bernardino Superior
9 Court wage and hour class action appointing Protection Law Group, LLP as class counsel in
10 settlement);
- 11 • *Hartline v. Senior Operations, LLC*, BC697665 (Los Angeles Superior Court wage and hour
12 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 13 • *Carrozzella v. Basalite Concrete Products, LLC*, 34-2014-00220214 (Sacramento Superior
14 Court wage and hour class action appointing Protection Law Group, LLP as class counsel in
15 settlement);
- 16 • *Howey v. Battery Systems, Inc.*, 2026114 (Stanislaus Superior Court wage and hour class
17 action appointing Protection Law Group, LLP as class counsel in settlement);
- 18 • *Correa v. Cashbak, LLC*, BC723845 (Los Angeles Superior Court wage and hour class action
19 appointing Protection Law Group, LLP as class counsel in settlement);
- 20 • *Lemus v. Cass Construction*, 37-2017-00028180 (San Diego Superior Court wage and hour
21 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 22 • *Sales v. J.S. International Shipping Corp.*, 18CIV05048 (San Mateo Superior Court wage and
23 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 24 • *Aparicio v. Advantage Painting*, CIVDS2013809 (San Bernardino County Superior Court
25 approving PAGA Settlement);
- 26 • *Rodriguez v. TheRealReal, Inc.*, CGC-19-574661 (San Francisco County Superior Court
27 approving PAGA Settlement);

- 1 • *Parm v. Think Together*, CIVDS1823659 (San Bernardino County Superior Court approving
- 2 PAGA Settlement);
- 3 • *Casey-Neith v. Pacific Union Financial*, 30-2018-01014980 (Orange County Superior Court
- 4 approving PAGA Settlement);
- 5 • *Wallace v. Alvarado Restaurant Group, LLC*, 20STCV26260 (Los Angeles County Superior
- 6 Court approving PAGA Settlement);
- 7 • *Adams v. West Marine Products, Inc.*, 19CIV00436 (San Mateo Superior Court wage and hour
- 8 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 9 • *Coronel, et al. v. CMH Manufacturing, Inc., et al.*, RIC2003070 (Riverside County Superior
- 10 Court approving PAGA Settlement);
- 11 • *Hernandez v. Acceptance Insurance Agency of Tennessee Inc.*, 20STCV03873 (Los Angeles
- 12 County Superior Court wage and hour class action appointing Protection Law Group, LLP as
- 13 class counsel in settlement); and
- 14 • *Corea v. KHRG Argyle LLC, et al.*, 20STCV09640 (Los Angeles County Superior Court wage
- 15 and hour class action appointing Protection Law Group, LLP as class counsel in settlement).

16 10. I am fully familiar with the legal and factual issues in this case and have specific
17 experience litigating complex wage and hour actions as class actions, including employment cases as
18 set forth above.

19 11. The Settlement presented here only resulted after having engaged in extensive
20 discovery and investigation and is the product of hard-fought litigation and extensive arms' length
21 negotiations. In my opinion as an experienced class counsel, the Settlement is fair, reasonable,
22 adequate, and in the best interests of the Class.

23 **PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

24 12. Defendant is a tow truck service operator which also responds to and provides various
25 roadside services including battery service/replacement, tire installations, lock-out services, fuel
26 delivery, and vehicle towing. Plaintiff Miguel Catalan was employed by Defendant as a non-exempt,
27 hourly paid employee during the Class Period.

1 13. On October 16, 2020, Plaintiff provided notice to the California Labor Workforce
2 Development Agency (“LWDA”) and Defendant of his intent to seek civil penalties under Labor
3 Code § 2699, *et seq.* (“PAGA”). That same day, Plaintiff filed his wage and hour class action
4 complaint with the Orange County Superior Court (Case No. 30-20200116556-CU-OE-CXC)
5 alleging the following ten (10) causes of action: (1) Unpaid Overtime; (2) Unpaid Meal Period
6 Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not
7 Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Failure to Provide Accurate Wage
8 Statements; (8) Failure to Keep Accurate Payroll Records; (9) Failure to Reimburse Necessary
9 Business Expenses; and (10) Violation of California Business & Professions Code §§ 17200, *et. seq.*
10 against Defendant. On December 21, 2020, Plaintiff filed a First Amended Complaint (“FAC”)
11 adding a cause of action for Violation of the Private Attorneys General Act (PAGA).

12 14. On June 2, 2021, Defendant filed its Motion to Compel (“MTC”) Plaintiff to arbitrate
13 his claims, and Plaintiff filed his Opposition. Defendant’s MTC was heard on July 2, 2021, and the
14 Parties stipulated to continue the MTC until after the March 29, 2022 mediation with respected
15 mediator, Lynn Frank, Esq.

16 15. The Parties agreed to stay formal discovery, exchange informal discovery and engage
17 in a private mediation with Lynn Frank, Esq.

18 16. Pursuant to this agreement, Defendant provided Plaintiff with extensive discovery
19 including a 20% sampling of time and payroll records for all pay periods at issue. The 20% sampling
20 included all employees employed during the identified pay periods and the Parties made efforts to
21 ensure that the sampling included pay periods throughout the class period to ensure that it was a large
22 enough and representative sampling to ensure they could analyze the claims of the class in a
23 representative fashion.

24 17. In addition, Defendant also produced its employee handbooks which included all
25 applicable policies relating to meal breaks, rest breaks, timekeeping, the payment of wages and other
26 relevant areas of investigation.

1 18. Finally, Defendant produced information regarding the number of putative class
2 members, the number of current versus former employees, the total workweeks and pay periods
3 worked by the Class, and the average rate of pay for hourly employees during the class period.

4 19. This discovery and investigation allowed Plaintiff's Counsel to perform a
5 comprehensive damages analysis and estimate Defendant's potential liability.

6 20. After a thorough investigation and analysis of this data, on March 29, 2022, the Parties
7 attended a formal mediation with Lynn Frank, Esq., a neutral and highly respected mediator with
8 extensive experience in complex wage and hour matters. At the mediation, the Parties engaged in
9 intensive settlement discussions during which they debated their respective positions and exchanged
10 views regarding the strengths and weaknesses of the alleged claims. For the first time at mediation,
11 Defendant represented that it was in financial distress. At the conclusion of the mediation, the
12 mediator issued a mediator's proposal. Plaintiff's acceptance was contingent Defendant providing
13 substantial financial documents, tax returns, balance sheets, and letters from a Certified Public
14 Accountant to support the claim that it was under serious financial distress.

15 21. On April 1, 2022, the Parties accepted the mediator's proposal on a class and
16 representative basis for a Gross Settlement Amount of \$250,000.00.

17 22. Thereafter, the Parties worked diligently to negotiate and memorialize the terms of a
18 long form settlement. Between April 25 and 28, 2022, after extensive discussions and revisions to the
19 agreement, the Parties entered into a fully executed Class Action Settlement Agreement. Attached
20 hereto as **Exhibit 1** is a true and correct copy of this Agreement.

21 23. On May 23, 2022, Plaintiff filed his Motion for Preliminary of Class Action Settlement
22 ("MPA"). The Court continued Plaintiff's MPA a few times, and set it for September 22, 2022.

23 24. At the September 22, 2022 MPA hearing, the Court ordered supplemental briefing to
24 be filed by October 21, 2022 to address the Court's concerns and continued Plaintiff's MPA hearing
25 to November 4, 2022.

26 25. Plaintiff filed the supplemental briefing on October 21, 2022, which included a First
27 Amendment to Joint Stipulation of Class Action and PAGA Settlement ("First Amendment"). The
28

1 First Amendment changed the Responses deadline from 45 days to 60 days. Attached hereto as
2 **Exhibit 2** is a true and correct copy of the First Amendment.

3 26. On November 3, 2022, the Court issued a Tentative Ruling granting Plaintiff's MPA.

4 27. On November 8, 2022, ILYM sent the Parties an administration timeline, indicating
5 that the deadline for Defendant to produce the class data to the ILYM was November 18, 2022.
6 Defendant failed to produce the class data to ILYM by November 18, 2023, and did not produce the
7 class data to ILYM until March 14, 2023.

8 28. The Court originally set Plaintiff's Motion for Final Approval ("MFA") to be heard
9 on May 5, 2023, requiring Plaintiff to file his MFA by April 13, 2023. In order to address this timing
10 issue, on March 23, 2023, the Parties filed a Joint Stipulation to Continue the Hearing Date on
11 Plaintiff's MFA asking the Court to continue the hearing date to August 11, 2023.

12 29. Due to the escalator clause being triggered (Agreement ¶39), on May 8, 2023, the
13 Parties filed a Second Joint Stipulation to Continue the Hearing Date on Plaintiff's MFA asking the
14 Court to continue the hearing date to October 6, 2023. Thereafter, on May 12, 2023, the Parties filed
15 a Second Amendment to the Agreement. Attached hereto as **Exhibit 3** is a true and correct copy of
16 the Second Amendment.

17 30. Now, following notice of the proposed settlement to the Class and providing Class
18 Members the opportunity of opt-out of the Settlement or be heard, Plaintiff moves for final approval
19 of the Settlement and have notified the LWDA of the hearing date, time and location for the scheduled
20 final approval hearing on this matter.

21 **REASONABLENESS OF THE TERMS OF THE SETTLEMENT**

22 31. Plaintiff seeks final approval of a Class and PAGA Settlement with Defendant. The
23 Settlement provides for: (1) a Gross Settlement Amount of \$250,000.00 (which increased to
24 \$334,264.24 after the escalator clause was triggered); (2) attorneys' fees in the amount of \$87,500.00
25 to Class Counsel (which increased to \$116,992.48 as a result of the escalator clause being triggered);
26 (3) actual litigation costs and expenses incurred by Class Counsel in the amount of \$14,378.13; (4)
27 payment of \$20,000.00 in PAGA penalties including \$15,000.00 to the LWDA and \$5,000.00 to
28 employees who worked during the PAGA Period; (5) payment of \$7,500.00 to the Settlement

1 Administrator; and (6) the requested Class Representative Incentive Payment of \$5,000.00 to
2 Plaintiff. The result is a Net Settlement Amount (“NSA”) of \$170,393.63 which will be distributed to
3 a Settlement Class consisting of 71 participating individuals who worked for Defendant hourly-paid,
4 non-exempt employees in California at any time from October 16, 2016, and May 31, 2022.

5 32. The parties agreed to attend mediation with Lynn Frank, Esq., a highly respected and
6 neutral mediator with extensive experience mediating wage and hour class actions.

7 33. At all times the settlement negotiations were arms-length non-collusive, and
8 adversarial. With the help of the mediator the Parties were able to reach an agreement to resolve these
9 claims.

10 34. Prior to the settlement of this matter, my office spent a substantial amount of time
11 researching and investigating the alleged claims. This included legal research regarding the applicable
12 Labor Code Sections, investigation into Defendant’s business and business practices, and substantial
13 formal and informal discovery. Prior to attending mediation my office reviewed and analyzed an
14 extensive sampling of Class Members’ time and payroll records, as well as Defendant’s relevant
15 employment policies. Defendant produced information regarding the number of putative class
16 members, the number of current versus former employees, the total workweeks at issue; and the
17 average rate of pay during the class period and through this formal and informal discovery and
18 investigation my office was able to conduct a class-wide assessment and analysis of potential
19 damages. This analysis and prior investigation permitted my office to effectively and intelligently
20 negotiate the Settlement.

21 35. Based on my experience, and as discussed extensively in Plaintiff’s motion for
22 preliminary approval, I believe this settlement represents a fair and reasonable compromise of the
23 class’s claims against Defendant. Defendant vigorously contested its liability and raised defenses
24 regarding whether these claims were appropriate for class certification and the merits of the individual
25 claims. This included arguments regarding the potential for individualized issues with respect to
26 Plaintiff’s meal period claims, rest period claims, claims regarding off-the-clock work, and Plaintiff’s
27 claim for unreimbursed business expenses.

1 36. Based on my experience litigating similar and complex matters and the history of this
2 litigation I would reasonably expect a vigorous and lengthy defense to both class certification and
3 merits absent a settlement with substantial risk that class members could be forced to wait years and
4 incur additional costs for the same or possibly worse result.

5 37. The lack of any objections to the terms of the proposed settlement and participation of
6 100.00% of the settlement class also supports the reasonableness of the proposed settlement.

7 38. Accordingly, the factors assessed by Class Counsel both here and in the motion for
8 preliminary approval, strongly support the conclusion that the settlement is not only presumed fair
9 but is reasonable.

10 **THE ADMINISTRATION PROCESS AND PLAN OF DISTRIBUTION**

11 39. As approved by the Court, the Settlement Administrator for this matter is ILYM
12 Group, Inc. (“ILYM”)

13 40. On November 4, 2022, Class Counsel sent ILYM a copy of the Minute Order granting
14 Preliminary Approval, the Agreement, the First Amendment to the Agreement, and a copy of the
15 Court approved text for the Notice Packet from Class Counsel.

16 41. The Agreement included the formula for determining the estimated sum to paid to each
17 individual.

18 42. On March 14, 2023, ILYM informed me that it had received the class data file from
19 Counsel for Defendant, which contained the name, social security number, last known mailing address,
20 last known telephone number, and the number of Workweeks worked for each Settlement Class
21 Member during the Class Period and PAGA Members during the PAGA Period. The Class List
22 contained 71 Class Members and the total number of applicable workweeks for each Settlement
23 Member.

24 43. After receiving the Order and Notice Packet, and as part of the preparation for mailing,
25 ILYM processed all 71 names and addresses contained in the class list against the National Change
26 of Address database maintained by the U.S. Postal Service in an attempt to verify the Class Members
27 mailing address and then mailed the Notice Packet in English and Spanish to the Class Members on
28 May 16, 2023. If a notice was returned to ILYM without a forwarding address, ILYM performed a

1 computerized skip trace in an effort to obtain an updated address to remail the Notice Packet. Using
2 these processes, ILYM successfully delivered 7 out of 10 returned notices.

3 44. According to the terms of the Settlement Agreement, following final approval of the
4 settlement, and starting on May 31, 2022 and ending on January 30, 2025, Defendant shall make
5 installment payments to ILYM of the Gross Settlement Amount. Thereafter, within 10 calendar days
6 after January 30, 2025, the Settlement Administrator shall make all Court-approved payments,
7 including payments to (a) the Participating Class Members and PAGA Members; (b) Plaintiff; (c)
8 Plaintiff's Counsel; (d) the LWDA; and (e) itself, for Court-approved services.

9 **CLASS COUNSEL FEES**

10 45. Class Counsel seek attorneys' fees in the amount of \$116,992.48 which is thirty-five
11 percent (35%) of the Gross Settlement Amount. The percentage award of the attorneys' fees is
12 commensurate with: (1) the economic risk Class Counsel took in commencing this action on a
13 contingency basis, knowing that there would likely be a long battle with a premier defense firm; (2)
14 the time, effort and expense dedicated to the case; (3) the skill and determination this case has
15 required; (4) the results achieved throughout the litigation; and (5) the value of the settlement
16 achieved for class members.

17 46. Protection Law Group is a small law firm specifically devoted to the representation of
18 employees against employers in California involving claims relating to violations of the California
19 Labor Code, including claims for failure to pay all wages owed, failure to pay overtime premiums,
20 failure to pay meal and rest premiums and failure to provide accurate wage records. The practice of
21 employment law is a very specific, narrow field which requires diligence in an ever-evolving field of
22 substantive and procedural law. My office devoted significant time and attention to this case. The
23 significant time and attention spent on this case meant we could not spend time on other cases or
24 clients.

25 47. As discussed above, Class Counsel undertook extensive investigation, analysis, and
26 research prior to filing the lawsuit and during litigation and mediation.

27 48. Plaintiff's Counsel was able to convince Defendant to attend mediation and thereafter
28 spent substantial time reviewing and analyzing the documents and discovery in preparation for

1 mediation and participating in settlement negotiations. Even after an agreement was reached in
2 principle, Class Counsel spent numerous hours drafting and revising the Settlement Agreement,
3 drafting the motion for preliminary approval, and coordinating the notice process with the settlement
4 administrator. A settlement was achieved despite all of the obstacles that had to be overcome, because
5 Class Counsel used their complex wage-and-hour litigation experience and skills to obtain the
6 settlement.

7 49. In addition to the time and effort required, this matter also required substantial skill to
8 litigate. Shortly after filing the lawsuit, counsel for the Parties met and conferred regarding early
9 resolution, and agreed to exchange informal discovery and participate in private mediation. As pre-
10 condition for early mediation, Plaintiff required a formal stipulation providing that, in the event that
11 mediation fails, the names and contact information for putative class members will be disclosed
12 pursuant to a *Belaire* notice, which would be mailed by ILYM Group no later than February 12, 2022.
13 An order requiring the mailing of the *Belaire* notice if mediation is unsuccessful was entered by the
14 Court. If the parties failed to settle at mediation, Plaintiff intended to move swiftly to secure all
15 outstanding discovery, take the deposition of Defendant's Person Most Qualified, and prepare for class
16 certification.

17 50. Substantial skill was also necessary in order to adequately evaluate the alleged claims
18 and negotiate the substantial settlement reached in this matter on behalf of the putative class members.
19 Defendant also felt strongly that its policies and practices had at all times complied with California
20 law and that the alleged claims were not appropriate for class certification. Despite this, Class Counsel
21 were able to use their substantial experience in complex wage and hour litigation to convince
22 Defendant to discuss a potential settlement rather than proceed with further litigation. The settlement
23 reached at mediation resulted in Defendant ultimately agreeing to pay a non-reversionary Gross
24 Settlement Amount of \$250,000.00 (which increased to \$334,264.24 after the escalator clause was
25 triggered). Such a settlement, against experienced defense counsel, in a case where legitimate
26 defenses exist, may not otherwise have been possible.

27 51. Additionally, this case was litigated on a contingent basis. Had Class Counsel not been
28 successful, the time devoted to this case would have been for naught and Class Counsel would not

1 have received any fee or any reimbursement for any of the expenses incurred on behalf of the class.
2 Class Counsel has borne all the risks and costs of litigation and will not receive any compensation
3 until recovery is obtained in this case. Class Counsel could have invested years of time and effort they
4 could ultimately have received no compensation for. This risk is a relevant factor when considering
5 the reasonableness of Class Counsel's requested fee.

6 52. Plaintiff agreed to a fee of thirty-five percent (35%) of the Gross Settlement Amount
7 and this was not objected to by any member of the class. I am aware that the common and acceptable
8 rate for representation in wage-and-hour class action litigation is normally 25 to 35 percent. A fee of
9 thirty-five percent (35%) of the Gross Settlement Amount is appropriate here because of the excellent
10 result achieved for the class despite the substantial risks described above including the risk that the
11 class members could recover nothing at all.

12 53. While the requested fee is a proper and commonly requested percentage of the
13 common fund, the fee request is also justified under a simple lodestar analysis.

14 54. Besides myself, the following attorneys at Protection Law Group expended significant
15 time in connection with this matter:

16 a. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr.
17 Nayebdadash received his Bachelor of Arts degree from University of California, Los Angeles in 1998
18 and a Juris Doctor degree from Pepperdine University School of Law in 2003. He was admitted to
19 practice law in California in November of 2004, and has been admitted to practice in all federal district
20 courts in the State of California. Prior to founding Protection Law Group, LLP, Mr. Nayebdadash
21 worked at Littler Mendelson, P.C., the largest labor and employment law firm in the United States. In
22 2013, Mr. Nayebdadash and I founded Protection Law Group LLP. Since the inception of Protection
23 of Law Group, LLP, Mr. Nayebdadash has focused his practice on the representation of employees
24 against employers in California. Mr. Nayebdadash has extensive experience in all aspects of
25 employment litigation, with a focus on wage and hour class and representative action, including, but
26 not limited to taking and defending depositions, briefing and arguing motions, preparing for class
27 certification, negotiating complex wage and hour settlements, trial and appeal.

1 b. Carlos Jimenez is a partner of Protection Law Group, LLP. Mr. Jimenez
2 received his Bachelor of Arts degree from University of California, Los Angeles in 1999, and a Juris
3 Doctor degree from Loyola Law School in 2003. He was admitted to practice law in California in
4 November of 2003, and has been admitted to practice in all federal district courts in the State of
5 California. Prior to starting at Protection Law Group, LLP, Mr. Jimenez worked at Littler Mendelson,
6 P.C. (“Littler”), the largest labor and employment law firm in the United States, from May 30, 2007
7 until October 8, 2021. During his time at Littler, Mr. Jimenez specialized in defending Class and
8 PAGA actions, and was the Co-Chair of Littler’s National Class Action Practice Group. Since joining
9 Protection of Law Group, LLP, Mr. Jimenez has focused his practice on the representation of
10 employees against employers in California. Mr. Jimenez has extensive experience in all aspects of
11 employment litigation, with a focus on wage and hour class and representative action, including, but
12 not limited to taking and defending depositions, briefing and arguing motions, preparing for class
13 certification, negotiating complex wage and hour settlements, trial and appeal.

14 c. Priscilla Gamino – Senior Associate at Protection Law Group, LLP. Ms.
15 Gamino received her Bachelor of Arts degree from Brown University and a Juris Doctor degree from
16 California Western School of Law. Ms. Gamino was admitted to practice in California in June 2017
17 and is admitted to practice law in all California Federal Courts and United States Court of Appeals for
18 the Ninth Circuit. Since being admitted to California State Bar, Ms. Gamino’s practice has focused on
19 the representation of employee plaintiffs in complex wage and hour class and representative actions.
20 Ms. Gamino has extensive experience briefing and arguing motions, managing written discovery, and
21 many other aspects of complex wage and hour disputes.

22 d. S. Emi Minne – (former) Senior Counsel for Protection Law Group, LLP. Ms.
23 Minne received her Bachelor of Arts degree from University of California, Los Angeles in 2001 and
24 a Juris Doctor degree from UCLA School of Law in 2007. She was admitted to practice law in
25 California in December of 2007, and has been admitted to practice in all federal district courts in the
26 State of California. Since being admitted to California State Bar, Ms. Minne’s practice has focused
27 exclusively on the representation of employee plaintiffs, with a particular expertise in management of
28 complex wage and hour class and representative actions. Ms. Minne has extensive experience in all

1 aspects of litigation including, but not limited to taking and defending depositions, briefing and
2 arguing motions, preparing for class certification, and oversight of complex wage and hour
3 settlements.

4 e. Jacob Ventura – (former) Associate at Protection Law Group, LLP. Mr. Ventura
5 was an associate with Protection Law Group from 2020-2021. Mr. Ventura received his Bachelor
6 degree in Finance from the University of Massachusetts Dartmouth in 2009, and a Juris Doctor degree
7 from Washington and Lee University School of Law in 2016. Mr. Ventura’s practice with Protection
8 Law Group focused on the representation of employee plaintiffs in complex wage and hour class and
9 representative actions.

10 f. Shahrar Kangavari – (Former) Associate at Protection Law Group, LLP. Mr.
11 Kangavari received his Bachelor of Science degree from the University of Southern California in 2011.
12 Mr. Kangavari attended Loyola Law School, Los Angeles, where he graduated in 2018. He was
13 admitted to practice law in California in December of 2018.

14 g. Jeffrey Jimenez – Junior Associate at Protection Law Group, LLP. Mr. Jimenez
15 received his Bachelor of Arts degree from the University of California at Irvine and a Juris Doctor
16 degree from Southwestern School of Law. Mr. Jimenez was admitted to practice in California in
17 August 2021 and is admitted to practice law in the Southern District of California Federal Court. Since
18 being admitted to the California State Bar, Mr. Jimenez’s practice has focused on the representation
19 of employee plaintiffs in complex wage and hour class and representative actions. Mr. Jimenez has
20 extensive experience briefing motions, written discovery, and many other aspects of complex wage
21 and hour disputes.

22 55. My billing rate and the actual rate charged clients on an hourly basis during the time
23 period involved in this lawsuit ranged from \$750-\$800 per hour. My partner, Amir Nayebedadash’s
24 billing rate during the time period involved in this lawsuit ranged from \$650-\$725 per hour. My
25 partner, Carlos Jimenez’s billing rate during the time period involved in this lawsuit is \$700 per hour.
26 A former Senior Counsel with my firm Emi Minne who worked on this matter billed between \$600-
27 \$625 an hour while employed with Protection Law Group. Priscilla Gamino’s billing rate during the
28 time period involved in this lawsuit was \$400 per hour. Shahrar Kangavari, another former associate,

utilized a billing rate of \$375 per hour while working on this matter. Jeffrey Jimenez's billing rate during the time period involved in this lawsuit range from \$325-\$375 per hour. Jacob Ventura, another former associate, utilized a billing rate of \$300 per hour while working on this matter. While the overwhelming majority of my firm's practice is contingency-based, this is the actual rate we charge billing clients if retained on an hourly basis to handle employment-law related issues.

56. Based on my familiarity with prevailing market rates for work of similar complexity in California, including my extensive involvement in fee application work on my own behalf and on behalf of others, I can attest that these hourly rates are within the prevailing market rate for work of similar complexity performed by attorneys of similar skill and experience. I have extensive knowledge of the prevailing hourly rates in the community for work of similar nature and complexity to the work in this case. My experience and knowledge in this regard comes from a variety of sources, including: (a) reviewing dozens of fee applications in other matters; (b) my familiarity with fee application orders in other cases; and (c) my independent research and knowledge of the prevailing market rates based on fee requests of other counsel and my familiarity with rates charged in other law firms; and (d) my independent reading and research regarding law firm billing rates.

57. Protection Law Group has spent at least 332.90 hours in this Action (which includes 2 anticipated hours that my partner Carlos Jimenez will spend attending the Final Approval hearing). Attached hereto as **Exhibit 4** are true and correct copies of Invoices detailing the time expended on this matter up to date by myself and my colleagues, Amir Nayebdadash, Carlos Jimenez, Emi Minne, Priscilla Gamino, Jacob Ventura, Shahrar Kangavari, and Jeffrey Jimenez.

58. The Invoices presented herein reflect an extremely conservative accounting on the time my colleagues and I actually expended on this matter, as it does not include any time I believed the Court may possibly construe as non-essential to the litigation (i.e., internal emails, administrative communications, etc.). Time spent on such matters was intentionally omitted by my office in order to avoid any possible appearance of artificial inflation of our lodestar.

59. To date, the lodestar for my office using this conservative accounting and applicable billing rate is approximately \$151,670.20 (which includes the estimated \$1,400.00 that Protection Law Group will incur in attending the Final Approval hearing). In 2020, the fees invoiced for this

1 Action totaled \$47,140.00. In 2021, the fees invoiced for this Action totaled \$31,177.70. In 2022, the
2 fees invoiced for this Action \$55,742.20. In 2023, the fee for this Action have totaled \$17,610.00.
3 Thus, to date, the fees invoiced have totaled \$151,670.20 (\$47,140.00 + \$31,177.70 + \$55,742.20 +
4 \$17,610.00). *See Exhibit 4.*

5 60. As noted above, this figure represents a conservative calculation of my firm's total
6 lodestar, as it does not include any time I believed the Court may possibly construe as administrative
7 in nature or arguably non-essential to the litigation, nor does it reflect the time my office will be
8 required to expend to monitor the disbursement of funds to the Class following a final approval, which
9 is *estimated to be at least an another forty (40) additional hours work* that is unaccounted for.

10 61. This settlement represents an outstanding result at the conclusion of heavily contested
11 litigation. The settlement provides Class Members an average payment of approximately
12 \$2,399.91. In Class Counsel's view, these amounts equal or exceeds many of the payments achieved
13 in similar litigation. While each matter faces its own unique challenges and circumstances that can
14 make direct comparison difficult, the overwhelming value obtained for the Class here demonstrates
15 the outstanding results obtained and should be an important factor in the Court's decision to approve
16 the requested multiplier and ultimately Class Counsel's requested fee.

17 62. Also, as noted above, this matter was litigated on a contingent basis, meaning Class
18 Counsel bore all the risks should the action have failed and still bear the risk of taking whatever
19 actions are necessary if Defendant fails to pay.

20 63. Further, despite being litigated on a contingent basis, this Action involved analysis and
21 investigation regarding complex questions surrounding class certification and required substantial
22 investigation and complex data analysis to determine Defendant's underlying practices.

23 64. Given the complex nature of these claims and daunting legal challenges, I believe there
24 are very few law firms who could have obtained the settlement obtained here by my office. My office
25 has devoted itself to pursuing and understanding these types of cases and was able litigate this matter
26 despite risks that may have dissuaded other counsel from pursuing this Action.

27 65. I believe that the efforts of my office have resulted in substantial benefits to the
28 Settlement Class, in the form of a substantial settlement fund established to compensate Class

1 Members for Defendant's wage and hour violations. Through the efforts of Class Counsel and
2 Plaintiff in the Action, a fair and reasonable resolution has been reached that includes a non-
3 reversionary settlement payment by Defendant of \$250,000.00 (which increased to \$334,264.24 after
4 the escalator clause was triggered). I am informed and believe that, without the efforts of my office,
5 the Labor Code and Wage Order violations alleged in the Complaint would have gone completely
6 unremedied. The \$116,992.48 in fees provided for in the Settlement is therefore reasonable given the
7 result achieved.

8 **CLASS COUNSELS' COSTS**

9 66. To date, Class Counsel has borne all risks and costs of litigation and will not receive
10 any compensation until recovery is obtained by Plaintiff and the members of the Class. Protection
11 Law Group anticipates incurring approximately \$14,378.13 in costs and litigation expenses. These
12 costs include filing fees, mediation fees costs for attending hearings with the Court, court reporter
13 transcripts and other deposition costs, expert costs, and many others. These costs are less than the
14 \$35,000.00 allocated under the settlement meaning that an additional \$20,621.87 will be available to
15 for distribution to the class. Attached hereto as **Exhibit 5** is a costs sheet detailing the various costs
16 incurred by Protection Law Group associated with this matter.

17 **PLAINTIFF'S ENHANCEMENT AWARD**

18 67. Here, the requested incentive award to Plaintiff in the amount of \$5,000 is justified. It
19 is very common in my experience for Class and PAGA Representatives to recover between \$5,000
20 and \$7,500 as an enhancement. Here, this amount is justified because of the extensive time Plaintiff
21 has spent and the assistance he has provided to class counsel. Plaintiff has been intimately involved
22 in the prosecution of this action and served as an indispensable resource to my office and co-counsel.
23 Plaintiff initiated and has stepped forward in this litigation on behalf of his former co-workers, who
24 will now benefit from the settlement. Plaintiff invested substantial time and effort into this litigation,
25 reviewing documents, and extensive discussions with Class Counsel.

26 68. Plaintiff has taken actions throughout the litigation to protect the interests of those he
27 now represents. Plaintiff searched for documents and provided valuable information regarding
28 allegations, kept himself informed of the developments in this action, and participated in decisions

1 concerning the case. The information and documentation provided by Plaintiff was instrumental in
2 establishing the wage and hour violations alleged in this action, and the recovery provided for in the
3 Settlement Agreement would have been impossible to obtain without his participation.

4 69. Additionally, Plaintiff faces actual risks with his future employment and new career
5 by putting himself on public record in an employment lawsuit. As this Court is aware, prospective
6 employers conduct searches on job applicants. One type of search is to learn about an applicant's
7 litigation history. These searches are easy to run on the internet and relatively inexpensive.

8 70. Plaintiff has also agreed to a broader general release of any and all claims he may have
9 against Defendant that goes beyond the far more limited release agreed to by the putative class
10 members.

11 71. As a result of Plaintiff's actions, 71 employees have had the opportunity to participate
12 in a settlement, reimbursing them for wage violations they may have never known about or been
13 willing to pursue on their own.

14 72. As such, Plaintiff did more than simply lend his name to the lawsuit, and I believe he
15 deserves the requested enhancement award.

16 73. The requested amount is also extremely reasonable given the benefit gained by other
17 Class Members. For these reasons, Plaintiff requests that a Class Representative Incentive Payment
18 of \$5,000.00 to Plaintiff Miguel Catalan be preliminarily approved by the Court.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 11, 2023, at El Segundo, California.

Heather M. Davis, Esq.

Exhibit 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

MIGUEL CATALAN, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

CALIFORNIA ROADSIDE SERVICE,
LLC, a California limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2020-01165556-CU-OE-CXC

*Assigned for all purposes to the Honorable
William D. Claster, Dept. CX104*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: October 16, 2020
Trial: None Set

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Miguel Catalan (“Plaintiff”), individually and on behalf of the Settlement Class and as a PAGA Representative on behalf of the State of California, on the one hand, and California Roadside Service, LLC (Defendant) on the other hand in the lawsuit entitled *Catalan v. California Roadside Service, LLC*, filed in the Orange County Superior Court, Case No. 30-2020-01165556-CU-OE-CXC. Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

DEFINITIONS

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Action” means the court action, entitled “*Catalan v. California Roadside Service, LLC*, Case No. 30-2020-01165556-CU-OE-CXC as well as the claims asserted in Plaintiff’s correspondence of October 16, 2020 to the Labor and Workforce Development Agency seeing penalties against Defendant for violations under the California Labor Code under the Private Attorneys General Act of 2004 (hereinafter the “LWDA Letter.”).

3. “Class Counsel” means Protection Law Group, LLP. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed thirty-five (35%) of the Gross Settlement Amount, *i.e.* Eighty-Seven Thousand Five Hundred Dollars and Zero Cents (\$87,500.00) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Thirty-Five Thousand Dollars (\$35,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

1 5. “Class List” means a complete list of all Class Members that Defendant will
2 diligently and in good faith compile from their records and provide to the Settlement
3 Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement.
4 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include
5 Class Member’s: (1) full name; (2) last known home address; (3) last known telephone number;
6 (4) social security number; (5) dates of employment (*i.e.*, hire dates, and, if applicable, re-hire
7 date(s) and/or separation date(s)); (6) total Workweeks during the Class Period; (7) total
8 Workweeks during the PAGA Period; and (8) any other information required by the Settlement
9 Administrator in order to effectuate the terms of the Settlement.

10 6. “Class” or “Class Members” means all persons currently or formerly employed by
11 Defendant as a non-exempt hourly-paid employee in the state of California at any time during the
12 Class Period.

13 7. “Class Period” means the period from October 16, 2016 to sixty (60) days after
14 acceptance of the mediator’s proposal (*i.e.*, May 31, 2022) or Preliminary Approval, whichever
15 occurs first.

16 8. “Class Representative” means Plaintiff Miguel Catalan in his capacity as
17 representative of the Class Members.

18 9. “Class Representative Enhancement Payment” means the amount that the Court
19 authorizes to be paid to Plaintiff in addition to his Individual Settlement Payments, in recognition
20 of the efforts and risks he has taken in assisting with the prosecution of the Action and in exchange
21 for a General Release of his claims as provided herein.

22 10. “Court” means the Superior Court of the State of California for the County of
23 Orange.

24 11. “Defendant” means California Roadside Services, LLC.

25 12. “Effective Date” means: the later of: (1) the date of final affirmation of the Court’s
26 signed Order and Judgment granting final approval of this Settlement (“Final Approval”) from
27 any appeal, the expiration of the time for, or the denial of, a petition to review the Final Approval,
28 or if review is granted, the date of final affirmation of the Final Approval following review

1 pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final Approval or
2 the final dismissal of any proceeding to review the Final Approval, provided that the Final
3 Approval is affirmed and/or not reversed in any part; or (3) if no class members intervene but
4 objections are filed, the expiration date of the time for the filing or noticing of any appeal from
5 the Court's Final Approval of the Settlement, as determined under Rule 8.104(a)(3) of the
6 California Rules of Court or (4) if no class members intervene and there are no objections, the
7 date the Court enters the Final Approval Order and Final Judgment.

8 13. "Employer Taxes" means employer-funded taxes and contributions imposed on
9 the wage portions of the Individual Settlement Payments under the Federal Insurance
10 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
11 and contributions required of employers, such as for unemployment insurance.

12 14. "Final Approval" means the date of final affirmation of the Court's signed Order
13 and Judgment granting final approval of this Settlement.

14 15. "General Release" means the broader release of all claims by Plaintiff in the
15 Action, which is in addition to Plaintiff's release of claims as a Participating Class Member.

16 16. "Gross Settlement Amount" means the sum of Two Hundred Fifty Thousand
17 Dollars (\$250,000.00) which shall be paid by Defendant into a Qualified Settlement Fund (QSF)
18 in twenty-four (24) equal installments to commence sixty (60) days from acceptance of the
19 mediator's proposal (*i.e.*, May 31, 2022). The Gross Settlement Amount is non-reversionary; no
20 portion of the Gross Settlement Amount will return to Defendant.

21 17. "Individual Settlement Payment" means the amount payable from the Net
22 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
23 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
24 Payments shall be paid by a Settlement Check made payable to Participating Class Members
25 and/or PAGA Members.

26 18. "Net Settlement Amount" means the funds available for payments to the Class,
27 which shall be amount remaining after the following amounts are deducted from the Gross
28 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement

Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the
PAGA Payment to the LWDA and PAGA Members.

19. “Notice” means the Notice of Class Action Settlement in a form substantially
similar to the form attached hereto as **Exhibit A**, that will be mailed to Class Members’ last
known addresses, and which will provide Class Members with information regarding the Action
and information regarding the settlement of the Action.

20. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
(Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

21. “PAGA Payment” means the payment to the State of California Labor and
Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
amount allocated toward penalties under the PAGA and payments to the PAGA Members of their
(25%) share of the total amount allocated toward penalties under the PAGA, all of which are to
be paid from the Gross Settlement Amount. The Parties have agreed that Twenty Thousand
Dollars (\$20,000.00) of the Gross Settlement Amount will be allocated toward penalties under
the PAGA of which Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be paid to the
LWDA and Five Thousand Dollars and Zero Cents (\$5,000.00) will be distributed to PAGA
Members on a *pro rata* basis based on Workweeks worked by the PAGA Members within the
PAGA Period. PAGA Members will receive payment from the employee portion of the PAGA
Payment regardless of their decision to participate in the class action if the PAGA Payment is
approved by the Court.

22. “PAGA Period” means the period from October 16, 2019 to sixty (60) days after
acceptance of the mediator’s proposal (*i.e.*, May 31, 2022) or Preliminary Approval, whichever
occurs first.

23. “PAGA Members” means Class Members who were employed by Defendant
during the PAGA Period.

24. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean
either Plaintiff or Defendant, individually.

25. “Participating Class Members” means all Class Members who do not submit valid

1 and timely Requests for Exclusion.

2 26. “Plaintiff” means Miguel Catalan.

3 27. “Preliminary Approval” means the Court order granting preliminary approval of
4 the Settlement Agreement.

5 28. “Objection” means a Class Member’s valid and timely written objection to the
6 Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response
7 Deadline and include: (a) the objector’s full name, signature, address, telephone number, the
8 approximate dates of employment at Defendant in California, last four digits of the Class
9 Member’s social security number or employee ID number; (b) the case name and number; and
10 (c) a written statement of all grounds for the objection accompanied by legal support, if any, for
11 such objection; (d) copies of any papers, briefs, or other documents upon which the objection is
12 based, if any; and (e) a statement describing whether the objector intends to appear at the Final
Approval Hearing, either in person or through counsel at the Class Member’s expense.

13 29. “Released Class Claims” means all claims, rights, demands, liabilities, and causes
14 of action alleged or that could have been alleged based on the facts asserted in the operative
15 complaint in *Catalan v. California Roadside Services, LLC*, Orange County Superior Court Case
16 No. 30-2020-01165556-CU-OE-CXC, the First Amended Complaint filed in the same action, and
17 the LWDA Letter during the Class Period including, but not limited to, the following claims: (i)
18 failure to pay all regular wages, minimum wages, overtime wages double time wages due
19 (including, but not limited to, any claims for additional wages owed due to “off the clock” work
20 or any other theory related to “rounding” of hours worked); (ii) failure to provide meal periods
21 or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu
22 thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete,
23 accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation;
24 (vii) failure to provide timely pay wages during employment; (viii) failure to keep time
25 records; (ix) unfair business practices; (x) failure to maintain required time and payroll records,
26 (xi) failure to pay accrued vacation, and (xii) violation of Business & Professions Code 17200, *et*
27 *seq.*

1 30. “Released PAGA Claims” means any and all claims for civil penalties under the
2 California Labor Code Private Attorneys General Act of 2004 alleged or that could have been
3 alleged based on the facts asserted in the LWDA Letter, in the operative complaint in the action
4 and the First Amended Complaint in the action, including but not limited to civil penalties arising
5 from allegation regarding Defendant’s alleged violations of the California Labor Code. The
6 Released PAGA Claims also includes a release from the State of California (to the extent Plaintiff
7 is permitted to provide such a release for the State of California for the PAGA period) of all
8 PAGA claims alleged in the Action during the PAGA Period.

9 31. “Released Parties” means Defendant California Roadside Services, LLC as well
10 as its present, former and/or future, officers, directors, employees, members, shareholders, agents,
11 trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions,
12 PEOs, temporary agencies, affiliates, predecessors, successors, assigns, as well as well as any
individual or entity that could be alleged to be jointly liable with Defendant.

13 32. “Request for Exclusion” means a valid and timely written statement submitted by
14 a Class Member requesting to be excluded from the Action. To be effective, the Request for
15 Exclusion must be submitted by the Response Deadline and contain (a) the Class Member’s name,
16 signature, address, telephone number, dates of employment at Defendant in California, and the
17 last four digits of the Class Member’s Social Security number and/or the Employee ID number
18 (b) the case name and number; and (c) a clear statement requesting to be excluded from the
19 settlement of the class claims similar to the following: “I wish to exclude myself from the class
20 settlement reached in the matter of *Catalan v. California Roadside Services, LLC*. I understand
21 that by excluding myself, I will not receive money from the settlement of my individual claims.”
22 To be effective, the Request for Exclusion must be post-marked by the Response Deadline and
23 received by the Settlement Administrator. The Request for Exclusion shall not be effective as to
24 the Released PAGA Claims as Class Members have no right to exclude themselves (opt-out) of
25 the PAGA component of the Settlement.

26 33. “Response Deadline” shall be forty-five (45) calendar days after the Settlement
27 Administrator mails Notice to Class Members and the last date on which Class Members may
28

1 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In
2 the event the 45th day falls on a Sunday or Federal holiday, the Response Deadline will be
3 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
4 Requests for Exclusion or objections will be extended fifteen (15) calendar days for any Class
5 Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on
6 a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
7 day on which the U.S. Postal Service is open. The Response Deadline may also be extended by
8 express agreement between Class Counsel and Defendant. Under no circumstances, however, will
9 the Settlement Administrator have the authority to unilaterally extend the deadline for Class
10 Members to submit a Request for Exclusion or objection to the settlement.

11 34. "Settlement" means the disposition of the Action pursuant to this Agreement.

12 35. "Settlement Administrator" means ILYM Group, Inc. The Parties each represent
13 that they do not have any financial interest in the Settlement Administrator or otherwise have a
14 relationship with the Settlement Administrator that could create a conflict of interest.

15 36. "Settlement Administration Costs" mean the costs payable from the Gross
16 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
17 but not limited to, printing, distributing, and tracking documents for this Settlement,
18 calculating/confirming the class member Workweeks from the information contained in the Class
19 List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting,
20 distributing the Gross Settlement Amount, providing necessary reports and declarations, and other
21 duties and responsibilities set forth herein to process this Settlement, and as requested by the
22 Parties. Settlement Administration Costs shall not exceed Seven Thousand Five Hundred Dollars
23 (\$7,500).

24 37. "Workweek" shall mean any calendar week during which a Class Member/PAGA
25 Member was employed with Defendant during the Class Period and/or PAGA Period, based on
26 hire dates, re-hire dates and termination dates.

27 ///

28 **TERMS OF AGREEMENT**

1 38. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and
2 all applicable employer-side payroll taxes following Final Approval by the Court and the
3 occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount:
4 the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments,
5 Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs,
6 as specified in this Agreement. Except for any employer-side taxes due on the Individual
7 Settlement Payments, or as a result of a potential increase in the number of Workweeks as set
8 forth below in paragraph 39, Defendant shall not be required to pay more than the Gross
9 Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross
10 Settlement Amount will revert to Defendant.

11 39. Potential Increase to the Gross Settlement Amount: Defendant represented there
12 were approximately 4,091 Workweeks within the Class Period through the date of mediation (*i.e.*,
13 March 25, 2022). Should the actual number of Workweeks increase by more than ten percent
14 (10%) (*i.e.* by more than 409 Workweeks) through the Class Period, Defendant shall, at its option,
15 either (a) increase the Gross Settlement Amount proportionally by the Workweeks in excess of
16 409 multiplied by the Workweek value (for example, if the number of Workweeks increases by
17 11% to 4,541 Workweeks, the Gross Settlement Amount will increase by 1%); or (b) cap the
18 Class Period Release as of the date that 10% of the workweeks is exceeded. Defendant may opt
19 to end the class period when 4,500 Workweeks are reached.

20 40. Funding of the Gross Settlement Amount: By May 31, 2022, Defendant will pay
21 the first of twenty-four (24) installments into a Qualified Settlement Fund (QSF) to be established
22 by the Settlement Administrator, and the last installment will be made on April 30, 2024. Within
23 seven (7) calendar days of the Settlement Administrator notifying Defendant of the amount of
24 Defendant's share of Employers Taxes, Defendant shall deposit such Employer's Taxes into a
25 QSF to be established by the Settlement Administrator. Defendant shall provide all information
26 necessary for the Settlement Administrator to calculate necessary payroll taxes including its
27 official name, 8-digit state unemployment insurance tax ID number, and other information
28 requested by the Settlement Administrator, no later than seven (7) calendar days of the Effective

1 Date.

2 41. Distribution of the Gross Settlement Amount: Within ten (10) calendar days after
3 April 30, 2024, the Settlement Administrator will issue payments for: (a) Individual Settlement
4 Payments; (b) the PAGA Payment to the Labor and Workforce Development Agency; (c) the
5 Class Representative Enhancement Payments; (d) Class Counsel's Fees and Costs and (e)
6 Settlement Administration Costs.

7 42. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or
8 motion by Class Counsel for attorneys' fees of not more than Eighty-Seven Thousand Five
9 Hundred Dollars and Zero Cents (\$87,500.00) plus the reimbursement of costs and expenses
10 associated with the litigation and settlement of the Action, in an amount not to exceed Thirty-Five
11 Thousand Dollars (\$35,000.00), both of which will be paid from the Gross Settlement Amount.
12 Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be
13 reallocated to the Net Settlement Amount and distributed to Participating Class Members as
14 provided in this Agreement.

15 43. Class Representative Enhancement Payment: Defendant agrees not to oppose or
16 object to any application or motion by Plaintiff for Class Representative Enhancement Payment
17 of Five Thousand Dollars (\$5,000) for Plaintiff. The Class Representative Enhancement Payment
18 is in exchange for the General Release of the Plaintiff's individual claims and for his time, effort
19 and risk in bringing and prosecuting the Action. Any portion of the requested Class
20 Representative Enhancement Payment that is not awarded to the Class Representative shall be
21 reallocated to the Net Settlement Amount and distributed to Participating Class Members as
22 provided in this Agreement.

23 44. Settlement Administration Costs: The Settlement Administrator will be paid for
24 the reasonable costs of administration of the Settlement and distribution of payments from the
25 Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs
26 shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

27 45. PAGA Payment: Twenty Thousand Dollars (\$20,000.00) shall be allocated from
28 the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The

Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Fifteen Thousand Dollars (\$15,000.00), to the California Labor and Workforce Development Agency (“LWDA”). Five Thousand Dollars (\$5,000) will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

46. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	250,000.00
Enhancement Payments:	\$	5,000.00
Class Counsel’s Fees:	\$	87,500.00
Class Counsel’s Costs:	\$	35,000.00
PAGA Payment	\$	20,000.00
Settlement Administration Costs:	\$	<u>7,500.00</u>
Estimated Net Settlement Amount	\$	95,000.00

47. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount that includes the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member’s estimated share of the Net Settlement Amount: Participating Class Member’s Workweeks ÷ Workweeks

during Class Period) $\times$ Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment: PAGA Member's Workweeks $\div$ Workweeks during PAGA Period) $\times$ \$5,000.00 (the employee portion of the PAGA Payment. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they opt out of the participation regarding the class claims.

c) Allocation of Individual Settlement Payments: All Individual

Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator. Individual Settlement Payments shall be paid exclusively from the QSF, pursuant to the settlement formula set forth herein. Neither Counsel for Plaintiff nor Defendant intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

48. No Credit Toward Benefit Plans: The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not

1 affect any rights, contributions, or amounts to which any Class Members may be entitled under
2 any benefit plans.

3 49. Settlement Administration Process: The Parties agree to cooperate in the
4 administration of the Settlement and to make all reasonable efforts to control and minimize the
5 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
6 will provide the following services:

- 7 a) Establish and maintain a Qualified Settlement Fund.
- 8 b) Calculate the Individual Settlement Payment each Participating Class Member is
9 eligible to receive and the portion of the PAGA Payment each PAGA Member
10 shall receive.
- 11 c) Print and mail the Notice.
- 12 d) Conduct additional address searches for mailed Notices that are returned as
13 undeliverable.
- 14 e) Process Requests for Exclusion, field inquiries from Class Members.
- 15 f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099
16 Tax Forms and any other filings required by any governmental taxing authority.
- 17 g) Provide declarations and/or other information to this Court as requested by the
18 Parties and/or the Court regarding the settlement administration process.
- 19 h) Provide weekly status reports to counsel for the Parties.
- 20 i) Posting a notice of final judgment online at Settlement Administrator's website.
- 21 j) Translate the Notice from English to Spanish.

22 50. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary
23 Approval, Defendant will provide the Class List to the Settlement Administrator.

24 51. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving
25 the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class
26 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
27 identified in the Class List.

28 52. Confirmation of Contact Information in the Class List: Prior to mailing, the

1 Settlement Administrator will perform a search based on the National Change of Address
2 Database for information to update and correct for any known or identifiable address changes.
3 Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response
4 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
5 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice.
6 If no forwarding address is provided, the Settlement Administrator will promptly attempt to
7 determine the correct address using a skip-trace, or other search using the name, address telephone
8 number and/or Social Security number of the Class Member involved and will then perform a
9 single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is
10 returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts
11 to obtain the current address from the Class Member and provide the same within seven (7)
12 calendar days of notice from the Settlement Administrator. Those Class Members who receive a
13 re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an
14 additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for
15 Exclusion, or an objection to the Settlement.

16 53. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)
17 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
18 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked
19 for Defendant during the Settlement Class Period; (e) each Class Member's estimated Individual
20 Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates
21 which comprise the Class Period; (g) the deadlines by which the Class Member must postmark
22 Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (h) the claims to
23 be released, as set forth herein; and (j) the date for the final approval hearing.

24 54. Disputed Information on Notice: Class Members will have an opportunity to
25 dispute the information provided in their Notice. To the extent Class Members dispute the number
26 of Workweeks with which they have been credited or the amount of their Individual Settlement
27 Payment, Class Members may produce evidence to the Settlement Administrator showing that
28 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's

1 records will be presumed determinative. However, if a Class Member produces evidence to the
2 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
3 Member and the Parties will make the final decision as to the number of eligible Workweeks that
4 should be applied and/or the Individual Settlement Payment to which the Class Member may be
5 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

6 55. Defective Submissions: If a Class Member's Request for Exclusion is defective as
7 to the requirements listed herein, that Class Member will be given an opportunity to cure the
8 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
9 business days of receiving the defective submission to advise the Class Member that his or her
10 submission is defective and that the defect must be cured to render the Request for Exclusion
11 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
12 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
13 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
14 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
15 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
16 untimely.

17 56. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
18 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator
19 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,
20 signature, address, telephone number, dates of employment at Defendant in California, and the
21 last four digits of the Class Member's Social Security number and/or the Employee ID number
22 and (b) the case name and number; and (c) a clear statement requesting to be excluded from the
23 settlement of the class claims similar to the following: "I wish to exclude myself from the class
24 settlement reached in the matter of *Catalan v. California Roadside Services, LLC* I understand
25 that by excluding myself, I will not receive money from the settlement of my individual claims."
26 The date of the postmark on the return mailing envelope receipt confirmation will be the exclusive
27 means to determine whether a Request for Exclusion has been timely submitted. To be effective,
28 the Request for Exclusion must be post-marked by the Response Deadline and received by the

1 Settlement Administrator. All Requests for Exclusion will be submitted to the Settlement
2 Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests
3 for Exclusion that were timely submitted. All Class Members who do not request exclusion from
4 the Action will be bound by all terms of the Settlement Agreement if the Settlement is granted
5 final approval by the Court and deemed Effective under this Agreement. The Request for
6 Exclusion shall not be effective as to the release of claims arising under the Private Attorneys
7 General Act.

8 57. Defendant's Right to Rescind: If Class Members representing more than the
9 aggregate total of ten percent (10%) of the verified Workweeks elect not to participate in the
10 Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken
11 in furtherance of it will be thereby null and void. Defendant must give written notice to Class
12 Counsel of its intent to rescind the Agreement within fourteen (14) calendar days of the Settlement
13 Administrator notifying the Parties of these opt-outs. If Defendant exercises its right to rescind
14 the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred
15 to the date of rescission. In such a case, the Parties and any funds to be awarded under this
16 Settlement Agreement shall be returned to their respective statuses as of the date and time
17 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects
18 as if this Settlement Agreement had not been executed, except that any fees already incurred by
19 the Settlement Administrator shall be paid by Defendant.

20 58. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
21 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
22 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
23 by all of its terms, including those pertaining to the Released Class Claims, as well as any
24 Judgment that may be entered by the Court if it grants final approval to the Settlement. Class
25 Members who opt-out of the Settlement shall not be bound by such Judgment or release. The
26 names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel
27 for both Plaintiff and Defendants and noted in the proposed Judgment submitted to the Court.

28 59. Objection Procedures: To object to the Settlement, a Participating Class Member

1 must postmark a valid Objection to the Settlement Administrator on or before the Response
2 Deadline. The Objection must be signed by the Participating Class Member and contain all
3 information required by this Settlement Agreement including (a) the employees full name,
4 signature, address, telephone number, the approximate dates of employment at Defendant in
5 California, the last four digits of their social security number and/or Employee ID number, (b) the
6 case name and number; (c) a written statement of any legal grounds for the Participating Class
7 Members objection (d) copies of any papers, briefs, or other documents upon which the objection
8 is based, if any; and (e) a statement describing whether the objector intends to appear at the Final
9 Approval Hearing, either in person or through counsel at the Class Member's expense.. The
10 postmark date will be deemed the exclusive means for determining that the Notice of Objection
11 is timely. Participating Class Members who fail to object in the manner specified above will be
12 foreclosed from making a written objection but shall still have a right to appear at the Final
13 Approval Hearing in order to have their objections heard by the Court. At no time will any of the
14 Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to
15 submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel
16 will not represent any Class Members with respect to any objections to this Settlement.

16 60. Certification Reports Regarding Individual Settlement Payment Calculations: The
17 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
18 which certifies: (a) the number of Class Members who have submitted valid Requests for
19 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
20 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
21 Administrator will provide to counsel for both Parties any updated reports regarding the
22 administration of the Settlement Agreement as needed or requested.

23 61. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
24 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
25 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
26 or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject
27 to Court approval, shall be distributed to the Controller of the State of California to be held
28

pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to Participating Class Members and to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

62. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

63. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant’s share of any employer payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant’s FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

64. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this

1 section, the “acknowledging party” and each Party to this Agreement other than the
2 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this
3 Agreement, and no written communication or disclosure between or among the Parties or their
4 attorneys and other advisers, is or was intended to be, nor shall any such communication or
5 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
6 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging
7 party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for
8 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
9 Agreement based upon the recommendation of any other Party or any attorney or advisor to any
10 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
11 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
12 party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects
13 the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such
14 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
15 tax structure of any transaction, including any transaction contemplated by this Agreement.

16 65. No Prior Assignments: The Parties and their counsel represent, covenant, and
17 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
18 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
19 action, cause of action or right herein released and discharged.

20 66. Release by Participating Class Members: Upon the complete funding of the Gross
21 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating
22 Class Members shall fully release and discharge the Released Parties from the Released Class
23 Claims that arose during the Class Period. This release shall be binding on all Participating Class
24 Members.

25 67. Release by the State of California and LWDA: Upon the complete funding of the
26 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant the
27 LWDA and the State of California, through Plaintiff as its agent and/or proxy, shall release and
28 discharge the Released Parties from the Released PAGA Claims that arose during the PAGA

1 Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion,
2 or otherwise bar a representative action if an aggrieved employee were to bring a subsequent
3 claim on behalf of the LWDA based on the same factual predicate as this action and covering the
4 same time.

5 68. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
6 Settlement Amount, Plaintiff for himself and his spouse, heirs and assigns, fully and finally
7 releases the Released Parties from any and all charges, complaints, claims, liabilities, obligations,
8 promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands,
9 costs, losses, debts, penalties and expenses of any nature and description whatsoever, known or
10 unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort,
11 contract, equity, or otherwise, arising out of Plaintiff's employment with Defendant, payment of
12 wages during that employment and the cessation of that employment and/or violation of any
13 federal, state or local statute, rule, ordinance or regulation. Such claims include but are not limited
14 to any and all Released Class Claims and Released PAGA Claims and termination thereof,
15 California Civil Code, to include §§3287, 3336 and 3294; 12 CCR §11040; 8 CCR § 11060;
16 California Code of Civil Procedure §1021.5; California common law of contract; 29 CFR
17 §778.223; and 29 CFR §778.315; federal common law and, to the extent permitted by law, the
18 Employee Retirement Income Security Act, 29 U.S.C. §§1001, *et seq.* (ERISA) §778.315; and
19 federal common law. In addition, Plaintiff's General Release includes but is not limited to, all
20 claims for lost wages and benefits, emotional distress, retaliation, restitution, penalties, punitive
21 damages, and attorneys' fees and costs (except those provided by this Settlement Agreement)
22 arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful
23 termination, such as, by way of example only, (as amended) 42 U.S.C. §1981, Title VII of the
24 Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in
25 Employment Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and
26 the law of contract and tort. This release excludes the release of claims not permitted by law.
27 Plaintiff's General Release include all claims, whether known or unknown. Even if Plaintiff
28 discovers facts in addition to or different from those he now knows or believes to be true with

1 respect to the subject matter of Plaintiff's General Release, those claims will remain released and
2 forever barred. Specifically, Plaintiff waives all rights and benefits afforded by California Civil
3 Code Section 1542, which provides:

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

10 This release specifically excludes claims for unemployment insurance, disability, social
11 security, and workers compensation (with the exception of claims arising pursuant to California
12 Labor Code Sections 132(a) and 4553)

13 69. Nullification of Settlement Agreement: In the event that: (a) the Court does not
14 enter the Preliminary Approval Order and approve the Released Claims specified herein without
15 requiring material changes to the "Basic Settlement Terms" defined as relating to the monetary
16 sums to be paid in the Settlement, the parameters of the Released Claims and the covered Class
17 Period, revisions to the Increase In Workweeks provision contained herein; and revisions to
18 Defendant' Option to Nullify the Settlement Agreement provision contained herein); (b) the Court
19 does not finally approve the Settlement without requiring material changes to the Basic Settlement
20 Terms as provided herein; (c) the Court strikes or does not approve any material term of this
21 Settlement Agreement; (d) Defendant exercises its option to nullify the Settlement Agreement
22 based on an excessive number of opt-outs, as described in the above ;or (e) the Settlement does
23 not become final as written and agreed to by the Parties for any other reason, then this Settlement
24 Agreement, and any documents generated to bring it into effect, will be null and void, all amounts
25 deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their
26 original respective positions. Any order or judgment entered by the Court in furtherance of this
27 Settlement Agreement will likewise be treated as void from the beginning and the Stipulations
28 and Recitals contained herein shall be of no force or effect and shall not be treated as an admission

1 by the Parties or their counsel. Should the Court fail to approve this settlement for any reason, the
2 Parties agree that they will return to and attend mediation with a mutually agreed Mediator in an
3 effort to reach a settlement that may be approved by the Court.

4 70. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
5 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
6 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
7 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for
8 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
9 the Notice to be sent to all class Members as specified herein. In conjunction with the Preliminary
10 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the
11 Settlement, and will include the proposed Notice attached as **Exhibit A**. Defendant agrees that
12 they will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to
13 fully and completely approve the Agreement as to the Action will result in this Settlement
14 Agreement and the Memorandum of Understanding entered into by the Parties, and all obligations
15 under this Settlement Agreement and the Memorandum of Understanding being nullified and
16 voided.

17 71. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
18 deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement, and
19 with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
20 determine the Final Approval of the Settlement Agreement along with the amounts properly
21 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class
22 Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class
23 Counsel will be responsible for drafting all documents necessary to obtain Final Approval and
24 will provide a draft to Defendant's counsel for review before filing. Any failure by the Court to
25 fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any
26 Order by another Court with regard to any of the Action which has the effect of modifying
27 material terms of this Agreement as described above or preventing the full and complete approval
28 of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement

1 and all obligations under this Agreement being null and void. Defendant agrees it shall not oppose
2 the granting of the Motion for Final Approval, provided Defendant has not exercised its right to
3 rescind pursuant to the terms of this Agreement.

4 72. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
5 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
6 Judgment to the Court for its approval. After entry of the Judgment and Effective Date of this
7 Agreement, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the
8 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration
9 matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set
10 forth in this Settlement.

11 73. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
12 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
13 forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

14 74. Entire Agreement: This Settlement Agreement and any attached Exhibits
15 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
16 or oral agreements in relation to settlement terms may be deemed binding on the Parties.

17 75. Amendment or Modification: This Settlement Agreement may be amended or
18 modified only by a written instrument signed by counsel for all Parties or their successors-in-
19 interest.

20 76. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
21 and represent they are expressly authorized by the Parties whom they represent to negotiate this
22 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
23 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
24 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
25 counsel will cooperate with each other and use their best efforts to affect the implementation of
26 the Settlement. If the Parties are unable to reach agreement on the form or content of any
27 document needed to implement the Settlement, or on any supplemental provisions that may
28 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance

of the Court or Mediator to resolve such disagreement.

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

78. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

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

80. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

82. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

83. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree

1 that certification for purposes of the Settlement is not an admission that class action certification
2 is proper under the standards applied to contested certification motions and that this Agreement
3 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
4 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than
5 according to the Settlement's terms.

6 84. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
7 dispute that has arisen between them and to avoid the burden, expense and risk of continued
8 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
9 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
10 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
11 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
12 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
13 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
14 as an admission or concession by Defendant of any such violations or failures to comply with any
15 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
16 Agreement and its terms and provisions shall not be offered or received as evidence in any action
17 or proceeding to establish any liability or admission on the part of Defendant or to establish the
18 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
19 local or other applicable law. Except as set forth elsewhere herein, in the event that this Agreement
20 is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be
21 enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any
22 claims, rights or remedies, or defenses in the Action, and Defendant will not be deemed to have
23 waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties
24 shall be restored to their respective positions in the Action prior to the entry of this Settlement.

25 85. Captions: The captions and section numbers in this Agreement are inserted for the
26 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
27 provisions of this Agreement.

28 86. Waiver: No waiver of any condition or covenant contained in this Settlement

1 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
2 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
3 right or remedy.

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

9 88. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
10 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
11 strictly against one Party than another merely by virtue of the fact that it may have been prepared
12 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
13 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

14 89. Representation By Counsel: The Parties acknowledge that they have been
15 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
16 and that this Agreement has been executed with the consent and advice of counsel and reviewed
17 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
18 Agreement.

19 90. All Terms Subject to Final Court Approval: All amounts and procedures described
20 in this Settlement Agreement herein will be subject to final Court approval.

21 91. Cooperation and Execution of Necessary Documents: The Parties agree to
22 cooperate to promote participation in the Settlement, and in seeking court approval of the
23 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
24 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any
25 settlement agreement waivers, or Pick Up Stix agreements from any Class Member prior to the
26 funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter
27 into any arbitration agreement with any Class Member that covers the claims released via this
28 Agreement during the Settlement approval process prior to the funding of the Gross Settlement

Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

92. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel, Defendant and its counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

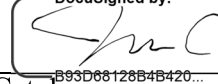
93. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding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

Dated: 4/28/2022

PLAINTIFF

By:

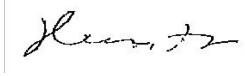
Miguel Catalan

DocuSigned by:

B93D68128B4B420...

Dated: 4/28/2022

PROTECTION LAW GROUP, LLP

By:


Heather Davis, Esq.
Carlos Jimenez, Esq.
Attorneys for Plaintiff

1 Dated: 04/25/2022

DEFENDANT

CALIFORNIA ROADSIDE SERVICES, LLC

By: 

Name: Sam Rahimian

Title: President

8 Dated: 4/27/22

MIRHOSSEINI LAW GROUP, APC

By: Ali R. Mirhosseini

Ali Mirhosseini

Attorneys for Defendant

Exhibit “A”

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Catalan v. California Roadside Services, LLC

Orange County Superior Court, Case No. 30-2020-01165556-CU-OE-CXC

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All persons currently or formerly employed by California Roadside Services, LLC as a non-exempt hourly-paid employee in the state of California at any time between October 16, 2016 and May 31, 2022.
------------	---

BASIC INFORMATION

1. What is this settlement about?

Plaintiff Miguel Catalan (Plaintiff), filed a class action lawsuit against California Roadside Services, LLC (“Defendant”), entitled *Catalan v. California Roadside Services, LLC*, Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC, was filed as a class action on October 16, 2020. The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, failed to keep accurate records, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). Defendant denies all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Plaintiff Catalan), sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. One court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Orange County Superior Court (the “Court”) is in charge of the Action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement” or “Settlement”).

On [DATE] the Court granted preliminary approval of the Settlement, appointed Plaintiff Miguel Catalan as the Class Representative, and appointed their attorneys at Protection Law Group as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a non-exempt hourly-paid employee in the state of California at any time between October 16, 2016 and May 31, 2022.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Two Hundred Fifty Thousand Dollars (\$250,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel as well as all applicable payroll taxes.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion (“Participating Class Members”). The Net Settlement Amount is the Class Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed thirty-five percent (35%) of the Gross Settlement Amount or Eighty-Seven Thousand Five Hundred Dollars and Zero Cents (\$87,500.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00);
- C. **Service Payment to the Class Representative** in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00);
- E. **PAGA Payment to the LWDA and PAGA Members** of Twenty Thousand Dollars (\$20,000). Seventy-five percent of this amount (\$15,000) will be paid to the California Labor and Workforce Development Agency pursuant to California Labor Code §2699 et. seq. The remaining twenty-five percent (\$5,000) will be distributed to PAGA Members who worked for Defendant between October 16, 2019, and May 31, 2022, on a pro rata basis for the release of claims arising under PAGA.

The portion of the Net Settlement Amount that you are eligible to claim (“Settlement Payment”) will be determined on a *pro rata* basis, based on the number workweeks you worked in California as an hourly-paid non-exempt employee for Defendant from October 16, 2016, through May 31, 2022 (“Workweeks”). Your estimated Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment

Your Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest, and forty percent (40%) penalties. The wage portion of the Settlement Payment will be subject to withholding for the employee and will be reported on a W-2 Form. Employer-side payroll taxes will be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each Settlement Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked **XXX** Workweeks between October 16, 2016, and May 31, 2022. Your estimated Settlement Payment is **\$XXX.XX**. The amount of your estimated Settlement Payment is subject to change depending

on the number of timely and valid Requests for Exclusions submitted, payments approved by the Court, and other potential factors.

Your estimated Settlement Payment was determined based on Defendant's record of your employment between October 16, 2016, and May 31, 2022, and is presumed correct. If you dispute the accuracy as to the number of weeks worked during the period described above you must contact the Settlement Administrator and provide any documentation you have supporting such dispute. Submission of these documents must be postmarked before [45 calendar days from the date of mailing]. All disputes regarding your Workweeks will be resolved and decided by the Parties after you submit evidence to the Settlement Administrator. If the parties do not agree the dispute will be submitted to the Court. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No.]

HOW TO GET A PAYMENT FROM THE NET SETTLEMENT AMOUNT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount, in exchange for the consideration set forth in the Settlement Agreement Plaintiff and all Class Members who choose to participate in the settlement shall release the "Released Parties" from the "Released Class Claims" for the "Class Period."

The "Released Parties" means Defendant California Roadside Services, LLC as well as its present, former and/or future, officers, directors, employees, members, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, PEOs, temporary agencies, affiliates, predecessors, successors, assigns, as well as well as any individual or entity that could be alleged to be jointly liable with Defendant.

The "Released Class Claims" means all claims, rights, demands, liabilities, and causes of action alleged or that could have been alleged based on the facts asserted in the operative complaint in *Catalan v. California Roadside Services, LLC*, Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC, the First Amended Complaint filed in the same action, and the LWDA Letter during the Class Period including, but not limited to, the following claims: (i) failure to pay all regular wages, minimum wages, overtime wages double time wages due (including, but not limited to, any claims for additional wages owed due to "off the clock" work or any other theory related to "rounding" of hours worked); (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during employment; (viii) failure to keep time records; (ix) unfair business practices; (x) failure to maintain required time and payroll records, (xi) failure to pay accrued vacation, and (xii) violation of Business & Professions Code 17200, *et seq.*

The release of these claims pertains to the Class Period from October 16, 2016, through May 31, 2022.

Additionally, upon the funding of the Gross Settlement Amount, the LWDA and State of California shall release the Released Parties from all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 alleged or that could have been alleged based on the facts asserted in the LWDA Letter, in the operative complaint in the action and the First Amended Complaint in the action, including but not limited to civil penalties arising from allegation regarding Defendant's alleged violations of the California Labor Code. The request for exclusion does not apply to the release of claims arising under PAGA and shall have preclusive effect on the LWDA for claims for penalties under PAGA based on the same factual predicate that arose between October 16, 2019 and May 31, 2022 (the "PAGA Period").

EXCLUDING YOURSELF FROM THE RELEASE

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this Action similar to the following: I wish to exclude myself from the settlement reached in the matter of *Catalan v. California Roadside Services, LLC*, I understand that by excluding myself, I will not receive money from the settlement of my individual claims."

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [45 calendar days from the date of mailing]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a Request for Exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving Released Class Claims, speak to your lawyer immediately.

10. If I exclude myself, can I get money from this settlement?

No. (except if you worked for Defendant in California between October 16, 2019 and May 31, 2022, in which case you will still receive for money from the portion of the settlement allocated to resolve claims under the Private

Attorneys General Act.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP as Class Counsel. The firms' contact information is:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
Carlos Jimenez, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095

12. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees of up to \$87,500.00 and reimbursement of litigation cost/expenses of up to \$35,000 from the Gross Settlement Amount. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

13. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [45 calendar days from the date of mailing]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

14. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. You cannot submit both an objection and Request for Exclusion.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing").

15. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2022], at the Orange County Superior Court, 751 West Santa Ana Blvd., Santa Ana, California 92701 in Department CX104.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

16. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

17. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[REDACTED\].com](http://www.[REDACTED].com)

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Net Settlement Amount, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again.

GETTING MORE INFORMATION

19. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

20. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO
THE CLERK OF THE COURT OR THE JUDGE**

Exhibit 2

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
CARLOS JIMENEZ, SBN 227534
carlos@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiff
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MIRHOSSEINI LAW GROUP, APC.
1502 N. Broadway
Santa Ana, CA 92706
Telephone: (714) 560-9100
Facsimile: (714) 560-9120

Attorneys for Defendant
CALIFORNIA ROADSIDE SERVICE, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE – CIVIL COMPLEX CENTER

MIGUEL CATALAN, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

CALIFORNIA ROADSIDE SERVICE,
LLC, a California limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2020-01165556-CU-OE-CXC

*Assigned for all purposes to the Honorable
William D. Claster, Dept. CX104*

**FIRST AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Complaint Filed: October 16, 2020
Trial Date: Not set

**FIRST AMENDMENT TO JOINT STIPULATION OF CLASS ACTION AND PAGA
SETTLEMENT**

Pursuant to Paragraph 75 of the Joint Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”), which states that this “Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest,” Plaintiff Miguel Catalan (“Plaintiff”) and Defendant California Roadside Service, LLC (“Defendant”) (Plaintiff and Defendant collectively the “Parties”), through their counsel of record, hereby amend the Settlement Agreement as follows:

Amendment No. 1

Settlement Agreement, page 7, line 25 to page 8, line 10: Paragraph 33 currently reads as follows: “Response Deadline” shall be forty-five (45) calendar days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the event the 45th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion or objections will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or objection to the settlement.

The Parties amend paragraph 33 as follows:

“Response Deadline” shall be sixty (60) calendar days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion or objections will be extended fifteen (15) calendar days for any Class Member who is re-mailed a

1 Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday,
2 in which case the Response Deadline will be extended to the next day on which the U.S. Postal
3 Service is open. The Response Deadline may also be extended by express agreement between
4 Class Counsel and Defendant. Under no circumstances, however, will the Settlement
5 Administrator have the authority to unilaterally extend the deadline for Class Members to submit
6 a Request for Exclusion or objection to the settlement.

7 Dated: October 7, 2022

PROTECTION LAW GROUP, LLP

8
9 By:


Heather Davis

Amir Nayebdadash

Carlos Jimenez

Attorneys for Plaintiff

MIGUEL CATALAN

12 Dated: October 7, 2022

MIRHOSSEINI LAW GROUP, APC.

14
15 By:



Ali R. Mirhosseini

Attorneys for Defendant,

CALIFORNIA ROADSIDE SERVICE, LLC

Exhibit 3

HEATHER DAVIS, SBN 239372
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AMIR NAYEBDADASH, SBN 232204
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CARLOS JIMENEZ, SBN 227534
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Facsimile: (866) 264-7880

Attorneys for Plaintiff
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Santa Ana, CA 92706
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Facsimile: (714) 560-9120

Attorneys for Defendant
CALIFORNIA ROADSIDE SERVICE, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE – CIVIL COMPLEX CENTER

MIGUEL CATALAN, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

CALIFORNIA ROADSIDE SERVICE,
LLC, a California limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2020-01165556-CU-OE-CXC

*Assigned for all purposes to the Honorable
William D. Claster, Dept. CX104*

**SECOND AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION AND
PAGA SETTLEMENT**

Complaint Filed: October 16, 2020
Trial Date: Not set

1 **SECOND AMENDMENT TO JOINT STIPULATION OF CLASS ACTION AND PAGA**

2 **SETTLEMENT**

3 Pursuant to Paragraph 75 of the Joint Stipulation of Class Action and PAGA Settlement
4 (“Settlement Agreement”), which states that this “Settlement Agreement may be amended or
5 modified only by a written instrument signed by counsel for all Parties or their successors-in-
6 interest,” Plaintiff Miguel Catalan (“Plaintiff”) and Defendant California Roadside Service, LLC
7 (“Defendant”) (Plaintiff and Defendant collectively the “Parties”), through their counsel of
8 record, hereby amend the Settlement Agreement as follows:

9
10 **Amendment No. 1**

11 Settlement Agreement, page 9, line 19 to line 21: Paragraph 40 currently reads as follows:

12 “Funding of the Gross Settlement Amount: By May 31, 2022, Defendant will pay the first
13 of twenty-four (24) installments into a Qualified Settlement Fund (QSF) to be established by the
14 Settlement Administrator, and the last installment will be made on April 30, 2024.”

15
16 The Parties amend paragraph 40 as follows:

17 “Funding of the Gross Settlement Amount: By May 31, 2022, Defendant will pay the first
18 of thirty-three (33) installments into a Qualified Settlement Fund (QSF) to be established by the
19 Settlement Administrator, and the last installment will be made on January 30, 2025.”

20
21 **Amendment No. 2**

22 Settlement Agreement, page 10, line 2 to line 6: Paragraph 41 currently reads as follows:

23 “Distribution of the Gross Settlement Amount: Within ten (10) calendar days after April
24 30, 2024, the Settlement Administrator will issue payments for: (a) Individual Settlement
25 Payments; (b) the PAGA Payment to the Labor and Workforce Development Agency; (c) the
26 Class Representative Enhancement Payments; (d) Class Counsel’s Fees and Costs and (e)
27 Settlement Administration Costs.”
28

1 The Parties amend paragraph 41 as follows:

2 “Distribution of the Gross Settlement Amount: Within ten (10) calendar days after
3 January 30, 2025, the Settlement Administrator will issue payments for: (a) Individual
4 Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development
5 Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel’s Fees and
6 Costs and (e) Settlement Administration Costs.”
7

8 **Amendment No. 3**

9 Settlement Agreement, page 10, line 7 to line 13: Paragraph 42 currently reads as
10 follows:

11 “Attorneys’ Fees and Costs: Defendant agrees not to oppose any application or motion
12 by Class Counsel for attorneys’ fees of not more than Eighty-Seven Thousand Five Hundred
13 Dollars and Zero Cents (\$87,500.00) plus the reimbursement of costs and expenses associated
14 with the litigation and settlement of the Action, in an amount not to exceed Thirty-Five
15 Thousand Dollars (\$35,000.00), both of which will be paid from the Gross Settlement Amount.
16 Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be
17 reallocated to the Net Settlement Amount and distributed to Participating Class Members as
18 provided in this Agreement.”
19

20 The Parties amend paragraph 42 as follows:

21 “Attorneys’ Fees and Costs: Defendant agrees not to oppose any application or motion
22 by Class Counsel for attorneys’ fees of not more than One Hundred and Sixteen Thousand and
23 Nine Hundred and Ninety-Two Dollars and Forty-Eight Cents (\$116,992.48) plus the
24 reimbursement of costs and expenses associated with the litigation and settlement of the Action,
25 in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00), both of which will be
26 paid from the Gross Settlement Amount. Any portion of the requested fees or costs that is not
27
28

awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.”

Amendment No. 4

Settlement Agreement, page 11, line 10 to line 16: Paragraph 46 currently reads as follows:

“Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	250,000.00
Enhancement Payments:	\$	5,000.00
Class Counsel’s Fees:	\$	87,500.00
Class Counsel’s Costs:	\$	35,000.00
PAGA Payment	\$	20,000.00
Settlement Administration Costs:	\$	<u>7,500.00</u>
Estimated Net Settlement Amount	\$	95,000.00”

The Parties amend paragraph 46 as follows:

“Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	334,264.24
Enhancement Payments:	\$	5,000.00
Class Counsel’s Fees:	\$	116,992.48

Class Counsel's Costs:	\$	35,000.00
LWDA	\$	15,000.00
PAGA Members	\$	5,000.00
Settlement Administration Costs:	\$	<u>7,500.00</u>
Estimated Net Settlement Amount	\$	149,771.76"

Amendment No. 5

Settlement Agreement, page 4, line 15 to line 19: Paragraph 16 currently reads as follows:

"Gross Settlement Amount" means the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) which shall be paid by Defendant into a Qualified Settlement Fund (QSF) in twenty-four (24) equal installments to commence sixty (60) days from acceptance of the mediator's proposal (*i.e.*, May 31, 2022). The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant."

The Parties amend paragraph 16 as follows:

"Gross Settlement Amount" means the sum of Three Hundred Thirty-Four Thousand, Two Hundred and Sixty-Four Dollars and Twenty-Four Cents (\$334,264.24) which shall be paid by Defendant into a Qualified Settlement Fund (QSF) in thirty-three (33) equal installments to commence sixty (60) days from acceptance of the mediator's proposal (*i.e.*, May 31, 2022). The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant."

SIGNATURES ON NEXT PAGE

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Dated: May 12, 2023

PROTECTION LAW GROUP, LLP

By:

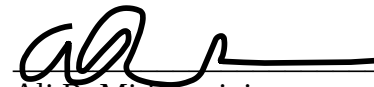


Heather Davis
Amir Nayebdadash
Carlos Jimenez
Attorneys for Plaintiff
MIGUEL CATALAN

Dated: May 12, 2023

MIRHOSSEINI LAW GROUP, APC.

By:



Ali R. Mirhosseini
Attorneys for Defendant,
CALIFORNIA ROADSIDE SERVICE, LLC

Exhibit 4

Protection Law Group, LLP

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El Segundo, CA 90245

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Matter

Period: August 2020

Miguel Catalan v. California Roadside Service, LLC ; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Amir Nayebdadash	8/26/2020	Consult with Plaintiff Miguel Catalan	0.60	\$650.00	\$390.00
Amir Nayebdadash	8/31/2020	Further Consult with Plaintiff Miguel Catalan	0.60	\$650.00	\$390.00
			1.20		\$780.00

Total Hours Worked: 1.20

Total Amount Due: \$780.00

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Miguel Catalan v. California Roadside Service, LLC ; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Period: September 2020

Attorney	Date	Activity	Time	Rate	Amount
Amir Nayebedadash	9/11/2020	Further Communicate with Plaintiff Miguel Catalan	0.20	\$650.00	\$130.00
Jacob Ventura	9/14/2020	Further Communicate with Plaintiff Miguel Catalan	0.20	\$300.00	\$60.00
Jacob Ventura	9/29/2020	Further Communicate with Plaintiff Miguel Catalan	0.20	\$300.00	\$60.00
Jacob Ventura	9/30/2020	Further Communicate with Plaintiff Miguel Catalan	0.20	\$300.00	\$60.00
Total Hours Worked: 0.80			0.80		\$310.00

Total Amount Due: \$310.00

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Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Period: October 2020

Attorney	Date	Activity	Time	Rate	Amount
Emi Minne	10/2/2020	Pre-Lawsuit Investigation of the Merits of Plaintiff's Claims and the Merits of the Claims of the Putative Class Members Against California Roadside Service, LLC	8.50	\$600.00	\$5,100.00
Jacob Ventura	10/2/2020	Further Communicate with Plaintiff Miguel Catalan	1.40	\$300.00	\$420.00
Emi Minne	10/2/2020	Pre-Lawsuit Investigation of California Roadside Service, LLC's Business and Industry	1.60	\$600.00	\$960.00
Emi Minne	10/2/2020	Research re: Ongoing/Prior Wage and Hour Class Actions and PAGA Actions against California Roadside Service, LLC	0.40	\$600.00	\$240.00
Emi Minne	10/2/2020	Investigation of California Roadside Service, LLC's Organizational Structure	2.00	\$600.00	\$1,200.00
Jacob Ventura	10/5/2020	Further Communicate with Plaintiff Miguel Catalan	0.20	\$300.00	\$60.00
Emi Minne	10/6/2020	Investigation re: California Roadside Service, LLC's Leadership/Management	2.20	\$600.00	\$1,320.00
Jacob Ventura	10/6/2020	Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis Work</i> , Non-Compensable Off-the-Clock Work, Exemption, Waiver, and Compliant Policies	7.2	\$300.00	\$2,160.00
Emi Minne	10/7/2020	Research and Investigation Re: Post-Duran vs. U.S. Bank Trial Manageability Issues, Including Research Regarding Which Experts to Retain and For What Purpose	6.1	\$600.00	\$3,660.00

Jacob Ventura	10/7/2020	Research and Investigation re Potential Civil Penalties Exposure of Defendant with Respect to Alleged CA Labor Code and IWC Wage Order Violations	6.50	\$300.00	\$1,950.00
Emi Minne	10/8/2020	Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Break, Wage Order, Exemption, Representative PAGA, Penalties, Arbitration Agreements, and Class Certification Decisions and Law in California, Including all New and Relevant Enforcement Guidance and the Division of Labor Standard Enforcement (DLSE) Materials	3.60	\$600.00	\$2,160.00
Amir Nayebdadash	10/9/2020	Investigation of Defendant, Defendant's Owners, Defendant's Business Relationships, and Industry in which Defendant Operates	6.60	\$650.00	\$4,290.00
Jacob Ventura	10/9/2020	Comparative Analysis and Cross-Checking of All Available Job Postings and Reviews Regarding Work with Defendant in Order to Determine Any Variation and Identify Job Duties and Responsibilities That Would be Susceptible to Being Performed Off-the-Clock and/or During Meal or Rest Breaks	6.20	\$300.00	\$1,860.00
Emi Minne	10/13/2020	Research and Draft Plaintiff's Class Action Complaint for Damages and Legal Research and Analysis of All Claims Involved	7.20	\$600.00	\$4,320.00
Jacob Ventura	10/13/2020	Draft PAGA Notice to California Labor and Workforce Development Agency re: Plaintiff's Claims for Penalties Under California Labor Code section 2698, et seq.	5.20	\$300.00	\$1,560.00
Heather Davis	10/16/2020	Review, Revise, and Finalize PAGA Notice to California Labor and Workforce Development Agency re: Plaintiff's Claims for Penalties Under California Labor Code section 2698, et seq.	0.40	\$750.00	\$300.00
Heather Davis	10/16/2020	Review and Revise Class Action Complaint	0.50	\$750.00	\$375.00
Total Hours Worked: 65.80			65.80		\$31,935.00

Total Amount Due: \$31,935.00

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Period: November 2020

Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Jacob Ventura	11/5/2020	Review and Analyze Initial Case Assignment	0.20	\$300.00	\$60.00
Jacob Ventura	11/5/2020	Draft Notice of Case Management Conference and Order	0.20	\$300.00	\$60.00
Jacob Ventura	11/6/2020	Review and File Proof of Service of Summons	0.10	\$300.00	\$30.00
		Research and Investigation Re: Various Software Programs, Systems, and Other Technologies California Roadside Service, LLC Used to Conduct Its Everyday Business, Including Timekeeping, Inventory, Production, Resource Management, CRM, and Other Systems, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked			
Emi Minne	11/10/2020	Pre/Post-Shift, and Time Worked During Meal Breaks	3.20	\$600.00	\$1,920.00
		Prepare a Discovery Strategy Plan of Action, Including Topics of Inquiry Important to			
Heather Davis	11/11/2020	Liability and Penalties	4.20	\$750.00	\$3,150.00
Jacob Ventura	11/12/2020	Draft Plaintiff Miguel Catalan's Special Interrogatories, Set One	2.80	\$300.00	\$840.00
Jacob Ventura	11/12/2020	Draft Proposed <i>Belaire-West</i> Notice	2.00	\$300.00	\$600.00
Jacob Ventura	11/13/2020	Draft Plaintiff Miguel Catalan's Form Interrogatories-General, Set One	1.20	\$300.00	\$360.00
Jacob Ventura	11/16/2020	Draft Plaintiff Miguel Catalan's Demand for Production of Documents, Set One	6.80	\$300.00	\$2,040.00
		Draft Plaintiff Miguel Catalan's Notice of Deposition of Defendant California Roadside			
Jacob Ventura	11/17/2020	Service, LLC's Person Most Knowledgeable	4.10	\$300.00	\$1,230.00
		Review and Revise First Set of Discovery: Special Interrogatories, Set One, Form Interrogatories - General, Set One, and Demand for Production of Documents, Set One; <i>Belaire-West</i> Notice; and PMK Deposition Notice to Defendant California Roadside			
Heather Davis	11/18/2020	Service, LLC	2.90	\$750.00	\$2,175.00
Amir Nayebedadash	11/18/2020	Further Communicate with Plaintiff Miguel Catalan	0.10	\$650.00	\$65.00
Total Hours Worked: 27.80			27.80		\$12,530.00
Total Amount Due: \$12,530.00					

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Period: December 2020

Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Amir Nayebdadash	12/18/2020	Further Communicate with Plaintiff Miguel Catalan Draft First Amended Class Action and Representative Action Complaint and Legal Research and Analysis (adding Cause of Action Under the Private Attorneys General Act,	0.10	\$650.00	\$65.00
Jacob Ventura	12/17/2020	California Labor Code Section 2698, et seq.)	3.60	\$300.00	\$1,080.00
Heather Davis	12/21/2020	Review and Finalize First Amended Complaint	0.50	\$750.00	\$375.00
Amir Nayebdadash	12/21/2020	Further Communicate with Plaintiff Miguel Catalan	0.10	\$650.00	\$65.00
Total Hours Worked: 4.30			4.30		\$1,585.00

Total Amount Due: \$1,585.00

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Period: January 2021

Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Emi Minne	1/6/2021	Draft Status Conference Statement	0.90	\$625.00	\$562.50
Emi Minne	1/6/2021	Finalize and File Status Conference Statement Draft	0.20	\$625.00	\$125.00
Amir Nayebdadash	1/13/2021	Prepare for and Attend Status Conference	1.00	\$700.00	\$700.00
Emi Minne	1/18/2021	Review and Analyze Court's Minute Order	0.10	\$625.00	\$62.50
Emi Minne	1/18/2021	Draft and Finalize Notice of Continued Case Management Conference	0.20	\$625.00	\$125.00
Emi Minne	1/27/2021	Review and Analyze Defendant California Roadside Service, LLC's Answer to First Amended Complaint	0.90	\$625.00	\$562.50
Total Hours Worked: 3.30			3.30		\$2,137.50

Total Amount Due: \$2,137.50

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Period: March 2021

Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
		Meet and Confer with Defendant's Counsel and Draft Joint Status Conference			
Emi Minne	3/4/2021	Statement	1.20	\$625.00	\$750.00
Emi Minne	3/4/2021	Finalize and File Joint Status Conference Statement Draft	0.20	\$625.00	\$125.00
		Finalize First Set of Discovery: Special Interrogatories, Set One, Form Interrogatories - General, Set One, and Demand for Production of Documents, Set One; <i>Belaire-West</i>			
Emi Minne	3/11/2021	Notice; and PMK Deposition Notice to Defendant California Roadside Service, LLC	1.40	\$625.00	\$875.00
Total Hours Worked: 2.80			2.80		\$1,750.00

Total Amount Due: \$1,750.00

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Period: April 2021

Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Jacob Ventura	4/21/2021	Review, Analyze, and Prepare a Memorandum re: Defendant California Roadside Service, LLC's Responses to Plaintiff's Form Interrogatories-General, Set One	1.50	\$300.00	\$450.00
Jacob Ventura	4/23/2021	Review, Analyze, and Prepare a Memorandum re: Defendant California Roadside Service, LLC's Responses to Plaintiff's Special Interrogatories, Set One	2.60	\$300.00	\$780.00
Jacob Ventura	4/26/2021	Review, Analyze, and Prepare a Memorandum re: Defendant California Roadside Service, LLC's Responses to Plaintiff's Demand for Production of Documents, Set One	2.70	\$300.00	\$810.00
Jacob Ventura	4/27/2021	Draft Plaintiff Miguel Catalan's Meet and Confer Letter Re: Defendant California Roadside Service, LLC's Discovery responses	1.90	\$300.00	\$570.00
Amir Nayebedadash	4/28/2021	Correspondence with Plaintiff Miguel Catalan	0.10	\$700.00	\$70.00
Emi Minne	4/28/2021	Review and Finalize Plaintiff Miguel Catalan's Meet and Confer Letter Re: Defendant California Roadside Service, LLC's Discovery responses	0.50	\$625.00	\$312.50
Total Hours Worked: 9.30			9.30		\$2,992.50

Total Amount Due: \$2,992.50

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Period: June 2021

Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Priscilla Gamino	6/3/2021	Review and Analyze Defendant California Roadside Service, LLC's Notice of Petition and Petition to Compel Arbitration	3.90	\$400.00	\$1,560.00
Priscilla Gamino	6/3/2021	Review and Analyze the Declaration of Ali R. Mirhosseini in Support of Defendant California Roadside Service, LLC's Notice of Petition and Petition to Compel Arbitration	2.60	\$400.00	\$1,040.00
Jacob Ventura	6/8/2021	Research and Draft Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Form Interrogatories-General, Set One, and Request for Sanctions	1.90	\$300.00	\$314.00
Jacob Ventura	6/8/2021	Research and Draft Declaration of Amir Nayebeddash in Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Form Interrogatories-General, Set One, and Request for Sanctions	0.50	\$300.00	\$300.50
Jacob Ventura	6/8/2021	Research and Draft Separate Statement in Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Form Interrogatories-General, Set One, and Request for Sanctions	1.10	\$300.00	\$301.10
Jacob Ventura	6/8/2021	Research and Draft Proposed Order in Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Form Interrogatories-General, Set One, and Request for Sanctions	0.40	\$300.00	\$300.40
Jacob Ventura	6/9/2021	Research and Draft Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Special Interrogatories, Set One, and Request for Sanctions	1.90	\$300.00	\$301.90
Jacob Ventura	6/9/2021	Research and Draft Declaration of Amir Nayebeddash In Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Special Interrogatories, Set One, and Request for Sanctions	0.50	\$300.00	\$300.50
Jacob Ventura	6/9/2021	Research and Draft Separate Statement in Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Special Interrogatories, Set One, and Request for Sanctions	1.10	\$300.00	\$301.10

Jacob Ventura	6/9/2021	Research and Draft Proposed Order in Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Special Interrogatories, Set One, and Request for Sanctions	0.40	\$300.00	\$300.40
Jacob Ventura	6/10/2021	Research and Draft Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Demand for Production of Documents, Set One, and Request for Sanctions	2.90	\$300.00	\$302.90
Jacob Ventura	6/10/2021	Research and Draft Declaration of Amir Nayebdadash In Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Demand for Production of Documents, Set One, and Request for Sanctions	1.00	\$300.00	\$301.00
Jacob Ventura	6/10/2021	Research and Draft Separate Statement In Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Demand for Production of Documents, Set One, and Request for Sanctions	2.10	\$300.00	\$302.10
Jacob Ventura	6/10/2021	Research and Draft Proposed Order In Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Demand for Production of Documents, Set One, and Request for Sanctions	0.40	\$300.00	\$300.40
Priscilla Gamino	6/10/2021	Research and Draft Plaintiff Miguel Catalan's Opposition to Defendant California Roadside Service, LLC's Petition to Compel Arbitration	5.40	\$400.00	\$405.40
Priscilla Gamino	6/10/2021	Research and Draft Declaration of Miguel Catalan In Support of Plaintiff Miguel Catalan's Opposition to Defendant California Roadside Service, LLC's Petition to Compel Arbitration	1.00	\$400.00	\$401.00
Emi Minne	6/10/2021	Meet and Confer with Defendant's Counsel and Draft Joint Status Conference Statement	1.20	\$625.00	\$750.00
Emi Minne	6/10/2021	Finalize and File Joint Status Conference Statement Draft	0.20	\$625.00	\$125.00
Priscilla Gamino	6/11/2021	Further Research and Draft Plaintiff Miguel Catalan's Opposition to Defendant California Roadside Service, LLC's Petition to Compel Arbitration	5.70	\$400.00	\$2,280.00
Priscilla Gamino	6/11/2021	Research and Draft Declaration of Amir Nayebdadash In Support of Plaintiff Miguel Catalan's Opposition to Defendant California Roadside Service, LLC's Petition to Compel Arbitration	1.00	\$400.00	\$400.00
Priscilla Gamino	6/11/2021	Research and Draft Objections to Evidence In Support of Plaintiff Miguel Catalan's Opposition to Defendant California Roadside Service, LLC's Petition to Compel Arbitration	1.10	\$400.00	\$440.00
Priscilla Gamino	6/11/2021	Correspondence with Plaintiff Miguel Catalan	0.90	\$400.00	\$360.00
Emi Minne	6/14/2021	Review, Revise, and Finalize Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Form Interrogatories-General, Set One, and Request for Sanctions	0.50	\$625.00	\$312.50
Emi Minne	6/14/2021	Review, Revise, and Finalize Declaration of Amir Nayebdadash in Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Form Interrogatories-General, Set One, and Request for Sanctions	0.40	\$625.00	\$250.00
Emi Minne	6/14/2021	Review, Revise, and Finalize Separate Statement in Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Form Interrogatories-General, Set One, and Request for Sanctions	0.60	\$625.00	\$375.00

Emi Minne	6/14/2021	Review, Revise, and Finalize Proposed Order in Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Form Interrogatories-General, Set One, and Request for Sanctions	0.20	\$625.00	\$125.00
Emi Minne	6/14/2021	Review, Revise, and Finalize Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Special Interrogatories, Set One, and Request for Sanctions	0.50	\$625.00	\$312.50
Emi Minne	6/14/2021	Review, Revise, and Finalize Declaration of Amir Nayebdadash In Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Special Interrogatories, Set One, and Request for Sanctions	0.40	\$625.00	\$250.00
Emi Minne	6/14/2021	Review, Revise, and Finalize Separate Statement in Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Special Interrogatories, Set One, and Request for Sanctions	0.60	\$625.00	\$375.00
Emi Minne	6/14/2021	Review, Revise, and Finalize Proposed Order in Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Special Interrogatories, Set One, and Request for Sanctions	0.20	\$625.00	\$125.00
Emi Minne	6/14/2021	Review, Revise, and Finalize Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Demand for Production of Documents, Set One, and Request for Sanctions	0.50	\$625.00	\$312.50
Emi Minne	6/14/2021	Review, Revise, and Finalize Declaration of Amir Nayebdadash In Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Demand for Production of Documents, Set One, and Request for Sanctions	0.40	\$625.00	\$250.00
Emi Minne	6/14/2021	Review, Revise, and Finalize Separate Statement In Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Demand for Production of Documents, Set One, and Request for Sanctions	1.20	\$625.00	\$750.00
Emi Minne	6/14/2021	Review, Revise, and Finalize Proposed Order In Support of Plaintiff Miguel Catalan's Notice of Motion and Motion to Compel Further Responses to Demand for Production of Documents, Set One, and Request for Sanctions	0.20	\$625.00	\$125.00
Priscilla Gamino	6/14/2021	Further Correspondence with Plaintiff Miguel Catalan	0.20	\$400.00	\$80.00
Heather Davis	6/15/2021	Review, Revise, and Finalize Plaintiff Miguel Catalan's Opposition to Defendant California Roadside Service, LLC's Petition to Compel Arbitration	0.90	\$800.00	\$720.00
Heather Davis	6/15/2021	Review, Revise, and Finalize Declaration of Amir Nayebdadash In Support of Plaintiff Miguel Catalan's Opposition to Defendant California Roadside Service, LLC's Petition to Compel Arbitration	0.20	\$800.00	\$160.00
Heather Davis	6/15/2021	Review, Revise, and Finalize Objections to Evidence In Support of Plaintiff Miguel Catalan's Opposition to Defendant California Roadside Service, LLC's Petition to Compel Arbitration	0.20	\$800.00	\$160.00
Heather Davis	6/15/2021	Review, Revise, and Finalize Declaration of Miguel Catalan In Support of Plaintiff Miguel Catalan's Opposition to Defendant California Roadside Service, LLC's Petition to Compel Arbitration	0.20	\$800.00	\$160.00
Emi Minne	6/18/2021	Review Court's Minute Order	0.20	\$625.00	\$125.00

Total Hours Worked: 44.80

44.80

\$16,355.20

Total Amount Due: \$16,355.20

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Period: July 2021

Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Emi Minne	7/2/2021	Review Court's Tentative Ruling Re: Defendant's Petition to Compel Arbitration and the Hearing on Plaintiff's Motions to Compel Further Discovery	0.20	\$625.00	\$125.00
Amir Nayebeddash	7/2/2021	Prepare for and Attend Hearing on Defendant's Petition to Compel Arbitration and the Hearing on Plaintiff's Motions to Compel Further Discovery	1.00	\$700.00	\$700.00
Amir Nayebeddash	7/9/2021	Draft Correspondence with Defendant California Roadside Service, LLC's Counsel Re: Mediation and Mediation Wishlist	0.50	\$700.00	\$350.00
Amir Nayebeddash	7/9/2021	Correspondence with Defendant California Roadside Service, LLC's Counsel Re: Mediation and Mediation Wishlist	0.30	\$700.00	\$210.00
Amir Nayebeddash	7/9/2021	Correspondence with Defendant California Roadside Service, LLC's Counsel Re: Mediation and Mediation Wishlist	0.10	\$700.00	\$70.00
Amir Nayebeddash	7/13/2021	Correspondence with Defendant California Roadside Service, LLC's Counsel Re: Mediation	0.10	\$700.00	\$70.00
Amir Nayebeddash	7/14/2021	Correspondence with Plaintiff Miguel Catalan	0.20	\$700.00	\$140.00
Emi Minne	7/20/2021	Review Court's Minute Order	0.20	\$625.00	\$125.00
Emi Minne	7/20/2021	Draft, and Finalize Notice of Entry of Order	0.20	\$625.00	\$125.00
Total Hours Worked: 2.80			2.80		\$1,915.00

Total Amount Due: \$1,915.00

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Matter

Miguel Catalan v. California Roadside Service, LLC ; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Period: August 2021

Attorney	Date	Activity	Time	Rate	Amount
Emi Minne	8/2/2021	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Mediation	0.20	\$625.00	\$125.00
Emi Minne	8/4/2021	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Joint Stipulation Regarding Discovery and Mediation	0.20	\$625.00	\$125.00
Emi Minne	8/4/2021	Draft Joint Stipulation Regarding Discovery and Mediation	6.40	\$625.00	\$4,000.00
Emi Minne	8/5/2021	Draft Correspondence with Defendant's Counsel Re: Joint Stipulation Regarding Discovery and Mediation	0.10	\$625.00	\$62.50
Emi Minne	8/5/2021	Review and Finalize Joint Stipulation Regarding Discovery and Mediation	0.50	\$625.00	\$312.50
Emi Minne	8/6/2021	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Joint Stipulation Regarding Discovery and Mediation	0.20	\$625.00	\$125.00
Emi Minne	8/9/2021	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Order re: Joint Stipulation Regarding Discovery and Mediation	0.10	\$625.00	\$62.50
Emi Minne	8/9/2021	Review Court's Order re: Stipulation and Regarding Discovery and Mediation	0.20	\$625.00	\$125.00
Emi Minne	8/10/2021	Draft and Finalize Notice of Entry of Order	0.20	\$625.00	\$125.00
Emi Minne	8/24/2021	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Joint Stipulation Regarding Discovery and Mediation	0.20	\$625.00	\$125.00
Total Hours Worked: 8.30			8.30		\$5,187.50

Total Amount Due: \$5,187.50

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Period: November 2021

Miguel Catalan v. California Roadside Service, LLC ; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Amir Nayebdadash	11/23/2021	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Mediation	0.10	\$700.00	\$70.00
Amir Nayebdadash	11/29/2021	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Mediation	0.10	\$700.00	\$70.00
Amir Nayebdadash	11/30/2021	Correspondence with Plaintiff Miguel Catalan	0.10	\$700.00	\$70.00
Total Hours Worked: 0.30			0.30		\$210.00

Total Amount Due: \$210.00

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Period: December 2021

Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
		Telephonic Meet and Confer Call with Defendant California Roadside			
Amir Nayebdadash	12/1/2021	Service, LLC's Counsel re: Mediation	0.20	\$700.00	\$140.00
Amir Nayebdadash	12/1/2021	Further Communicate with Plaintiff Miguel Catalan	0.40	\$700.00	\$280.00
		Review Correspondence from Defendant California Roadside Service, LLC's			
Amir Nayebdadash	12/3/2021	Counsel re: Mediation	0.10	\$700.00	\$70.00
Amir Nayebdadash	12/17/2021	Further Communicate with Plaintiff Miguel Catalan	0.20	\$700.00	\$140.00
Total Hours Worked: 0.90			0.90		\$630.00

Total Amount Due: \$630.00

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Period: January 2022

Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Jeffrey Jimenez	1/11/2022	Further Communicate with Plaintiff Miguel Catalan	0.20	\$325.00	\$65.00

Total Hours Worked: 0.20

0.20

\$65.00

Total Amount Due: \$65.00

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Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Period: February 2022

Attorney	Date	Activity	Time	Rate	Amount
Shahran Kangavari	2/1/2022	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Belaire Notice	0.20	\$375.00	\$75.00
Shahran Kangavari	2/2/2022	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Belaire Notice	0.10	\$375.00	\$37.50
Shahran Kangavari	2/18/2022	Review Correspondence from Defendant California Roadside Service, LLC's Counsel re: Mediation	0.10	\$375.00	\$37.50
Shahran Kangavari	2/24/2022	Review Correspondence from Defendant California Roadside Service, LLC's Counsel re: Mediation	0.10	\$375.00	\$37.50
Jeffrey Jimenez	2/25/2022	Further Communicate with Plaintiff Miguel Catalan	0.20	\$325.00	\$65.00
Total Hours Worked: 0.70			0.70		\$252.50
Total Amount Due: \$252.50					

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Miguel Catalan v. California Roadside Service, LLC ; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Period: March 2022

Attorney	Date	Activity	Time	Rate	Amount
Carlos Jimenez	3/15/2022	Review Court's Minute Order	0.20	\$700.00	\$140.00
Jeffrey Jimenez	3/18/2022	Initial Review of Defendant's Mediation Production	7.90	\$325.00	\$2,567.50
Jeffrey Jimenez	3/18/2022	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Informal Discovery Production	0.20	\$325.00	\$65.00
Amir Nayebeddash	3/18/2022	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Mediation	0.10	\$725.00	\$72.50
Amir Nayebeddash	3/18/2022	Communications with Data Expert	0.10	\$725.00	\$72.50
Jeffrey Jimenez	3/18/2022	Communications with Data Expert	0.10	\$325.00	\$32.50
Amir Nayebeddash	3/21/2022	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Mediation	0.10	\$725.00	\$72.50
Jeffrey Jimenez	3/23/2022	Review Correspondence from Defendant California Roadside Service, LLC's Counsel re: Informal Discovery for Mediation	0.10	\$325.00	\$32.50
Jeffrey Jimenez	3/24/2022	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Informal Discovery for Mediation	0.20	\$325.00	\$65.00
Jeffrey Jimenez	3/24/2022	Review and Analysis re: Plaintiff's Onboarding Documents	0.80	\$325.00	\$260.00
Jeffrey Jimenez	3/24/2022	Review of Plaintiff's and Putative Class Members' Wage Statements of and Research re: Potential Violations	3.70	\$325.00	\$1,202.50
Jeffrey Jimenez	3/24/2022	Review of Plaintiff's and Putative Class Members' Time Records re: Investigation re: Potential Violations	4.50	\$325.00	\$1,462.50
Jeffrey Jimenez	3/25/2022	Review Correspondence from Defendant California Roadside Service, LLC's Counsel re: Informal Discovery for Mediation	0.10	\$375.00	\$37.50
Jeffrey Jimenez	3/25/2022	Review and Analyze Defendant's Policy re: Meal and Rest Breaks and Meal and Rest Break Premiums	1.10	\$325.00	\$357.50
Jeffrey Jimenez	3/25/2022	Review and Analyze Defendant's Policy re: Recording Work Hours	0.60	\$325.00	\$195.00

Jeffrey Jimenez	3/25/2022	Review and Analyze Defendant's Policy re: Termination of Employment	0.70	\$325.00	\$227.50
Jeffrey Jimenez	3/25/2022	Review and Analyze Defendant's Policy re: Reimbursement of Work Related Items	0.60	\$325.00	\$195.00
Jeffrey Jimenez	3/25/2022	Review and Analyze Defendants' Policy re: Payment of Overtime	0.90	\$325.00	\$292.50
Jeffrey Jimenez	3/25/2022	Review and Analyze Defendants' Policy re: Attendance	0.70	\$325.00	\$227.50
Jeffrey Jimenez	3/25/2022	Research Case Law and Review and Analyze Defendants' Policy re: Pay Cycle	0.60	\$325.00	\$195.00
Jeffrey Jimenez	3/25/2022	Review Defendants' Policy re: Classifications of Employment	1.10	\$325.00	\$357.50
Jeffrey Jimenez	3/26/2022	Review Correspondence from Defendant California Roadside Service, LLC's			
Jeffrey Jimenez	3/26/2022	Counsel re: Informal Discovery for Mediation	0.10	\$325.00	\$32.50
Amir Nayebdadash	3/26/2022	Draft Correspondence from Defendant California Roadside Service, LLC's Counsel			
Amir Nayebdadash	3/26/2022	re: Informal Discovery for Mediation	0.10	\$725.00	\$72.50
Amir Nayebdadash	3/27/2022	Review Correspondence from Defendant California Roadside Service, LLC's			
Amir Nayebdadash	3/27/2022	Counsel re: Informal Discovery for Mediation	0.10	\$725.00	\$72.50
Jeffrey Jimenez	3/27/2022	Draft Mediation Brief	8.10	\$325.00	\$2,632.50
Jeffrey Jimenez	3/27/2022	Review Correspondence from Defendant California Roadside Service, LLC's			
Amir Nayebdadash	3/28/2022	Counsel re: Informal Discovery for Mediation	0.10	\$725.00	\$72.50
Carlos Jimenez	3/28/2022	Review and Revise Mediation Brief and Exhibits to Mediation Brief	4.20	\$700.00	\$2,940.00
Carlos Jimenez	3/28/2022	Further Review and Revise Mediation Brief and Exhibits to Mediation Brief	1.30	\$700.00	\$910.00
Amir Nayebdadash	3/28/2022	Draft Correspondence to and/or Review Correspondence from Mediator's Office			
Amir Nayebdadash	3/28/2022	re: Mediation	0.20	\$725.00	\$145.00
Amir Nayebdadash	3/28/2022	Correspondence from Defendant California Roadside Service, LLC's Counsel re:			
Jeffrey Jimenez	3/28/2022	Informal Discovery for Mediation	0.10	\$325.00	\$32.50
Carlos Jimenez	3/28/2022	Finalize and Submit Mediation Brief	1.10	\$700.00	\$770.00
Jeffrey Jimenez	3/28/2022	Prepare Plaintiff Miguel Catalan's Damages Analysis	4.20	\$325.00	\$1,365.00
Jeffrey Jimenez	3/28/2022	Correspondence with Plaintiff Miguel Catalan	0.70	\$325.00	\$227.50
Amir Nayebdadash	3/29/2022	Prepare for and Attend Mediation with Lynn Frank	10.00	\$725.00	\$7,250.00
Amir Nayebdadash	3/29/2022	Review Correspondence from Mediator Regarding Mediation	0.10	\$725.00	\$72.50
Carlos Jimenez	3/30/2022	Review and Analyze Mediator's Proposal	0.60	\$700.00	\$420.00
Jeffrey Jimenez	3/31/2022	Correspondence with Plaintiff Miguel Catalan	0.40	\$325.00	\$130.00

Total Hours Worked: 55.80

55.80

\$25,275.00

Total Amount Due: \$25,275.00

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Matter

Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Period: April 2022

Attorney	Date	Activity	Time	Rate	Amount
Carlos Jimenez	4/1/2022	Review Correspondence from Mediator	0.10	\$700.00	\$70.00
Carlos Jimenez	4/11/2022	Meet and Confer with Defendant's Counsel and Draft Joint Status Conference Statement	1.20	\$700.00	\$840.00
Carlos Jimenez	4/11/2022	Finalize and File Joint Status Conference Statement Draft	0.20	\$700.00	\$140.00
Carlos Jimenez	4/12/2022	Review and Analyze Court's Minute Order	0.10	\$700.00	\$70.00
Carlos Jimenez	4/13/2022	Review Correspondence from Defendant California Roadside Service, LLC's Counsel re: Settlement Agreement	0.10	\$700.00	\$70.00
Carlos Jimenez	4/15/2022	Draft and Review Joint Stipulation re Class Action and PAGA Settlement	2.40	\$700.00	\$1,680.00
Carlos Jimenez	4/18/2022	Draft and Review Notice of Joint Stipulation re Class Action and PAGA Settlement	0.40	\$700.00	\$280.00
Carlos Jimenez	4/19/2022	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Joint Stipulation re Class Action and PAGA Settlement and Notice of Joint Stipulation re Class Action and PAGA Settlement	0.10	\$700.00	\$70.00
Carlos Jimenez	4/19/2022	Review Defendant California Roadside Service, LLC's Counsel Revisions to re: Joint Stipulation re Class Action and PAGA Settlement and Notice of Joint Stipulation re Class Action and PAGA Settlement	0.20	\$700.00	\$140.00
Carlos Jimenez	4/19/2022	Revise Joint Stipulation re Class Action and PAGA Settlement and Notice of Joint Stipulation re Class Action and PAGA Settlement	0.40	\$700.00	\$280.00
Carlos Jimenez	4/20/2022	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Joint Stipulation re Class Action and PAGA Settlement and Notice of Joint Stipulation re Class Action and PAGA Settlement	0.10	\$700.00	\$70.00
Carlos Jimenez	4/25/2022	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Joint Stipulation re Class Action and PAGA Settlement and Notice of Joint Stipulation re Class Action and PAGA Settlement	0.10	\$700.00	\$70.00
Carlos Jimenez	4/27/2022	Action and PAGA Settlement	0.10	\$700.00	\$70.00
Jeffrey Jimenez	4/28/2022	Further Communicate with Plaintiff Miguel Catalan	0.40	\$325.00	\$130.00

Carlos Jimenez	Correspondence with Settlement Administrator re: Joint Stipulation re Class Action and 4/28/2022 PAGA Settlement and Notice of Joint Stipulation	0.10	\$700.00	\$70.00
Total Hours Worked: 6.00		6.00		\$4,050.00
Total Amount Due: \$4,050.00				

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Period: May 2022

Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Carlos Jimenez	5/2/2022	Correspondence with Settlement Administrator re: Joint Stipulation re Class Action and PAGA Settlement	0.10	\$700.00	\$70.00
Carlos Jimenez	5/4/2022	Correspondence with Defendant California Roadside Service, LLC's Counsel re: Notice of Joint Stipulation re Class Action and PAGA Settlement	0.10	\$700.00	\$70.00
Jeffrey Jimenez	5/17/2022	Research and Draft Motion for Preliminary Approval of Class Action and PAGA Settlement	8.50	\$325.00	\$2,762.50
Jeffrey Jimenez	5/18/2022	Draft Declaration of Heather Davis in Support of Plaintiff's Motion for Preliminary Approval	8.50	\$325.00	\$2,762.50
Jeffrey Jimenez	5/19/2022	Further Draft Motion for Preliminary Approval; Davis Declaration	6.60	\$325.00	\$2,145.00
Jeffrey Jimenez	5/20/2022	Draft Declaration of Miguel Catalan In Support of Motion for Preliminary Approval	1.10	\$325.00	\$357.50
Jeffrey Jimenez	5/24/2022	Further Draft Motion for Preliminary Approval; Davis Declaration and [Proposed] Order	6.70	\$325.00	\$2,177.50
Jeffrey Jimenez	5/25/2022	Correspondence with Plaintiff Miguel Catalan	0.60	\$325.00	\$195.00
Jeffrey Jimenez	5/25/2022	Revise Declaration of Miguel Catalan In Support of Motion for Preliminary Approval	0.20	\$325.00	\$65.00
Jeffrey Jimenez	5/25/2022	Correspondence with Plaintiff Miguel Catalan	0.20	\$325.00	\$65.00
Carlos Jimenez	5/25/2022	Review and Revise Draft Motion for Preliminary Approval; Declaration of Heather Davis; [Proposed] Order	5.50	\$700.00	\$3,850.00
Jeffrey Jimenez	5/26/2022	Further Revise Motion for Preliminary Approval	2.80	\$325.00	\$910.00
Carlos Jimenez	5/27/2022	Finalize for Filing: Motion for Preliminary Approval; Declaration of Heather Davis and Exhibits Thereto; and [Proposed] Order	2.50	\$700.00	\$1,750.00

Total Hours Worked: 43.40

43.40

\$17,180.00

Total Amount Due: \$17,180.00

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Period: June 2022

Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Carlos Jimenez	6/1/2022	Correspondence with Settlement Administrator re: Joint Stipulation re Class Action and PAGA Settlement and Notice of Joint Stipulation	0.10	\$700.00	\$70.00
Carlos Jimenez	6/9/2022	Correspondence with Settlement Administrator re: Joint Stipulation re Class Action and PAGA Settlement and Notice of Joint Stipulation	0.10	\$700.00	\$70.00
Jeffrey Jimenez	6/16/2022	Further Revise Motion for Preliminary Approval; Declaration of Heather Davis and Exhibits Thereto; and [Proposed] Order	2.10	\$325.00	\$682.50
Heather Davis	6/23/2022	Review and Finalize for Filing: Declaration of Heather Davis and Exhibits Thereto In Support of Motion for Preliminary Approval	2.50	\$700.00	\$1,750.00
Total Hours Worked: 4.80			4.80		\$2,572.50
Total Amount Due: \$2,572.50					

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Period: July 2022

Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Carlos Jimenez	7/6/2022	Correspondence with Settlement Administrator re: Settlement Draft Joint Status Conference Statement and Correspondence with Defense	0.10	\$700.00	\$70.00
Jeffrey Jimenez	7/28/2022	Counsel for Review and Input	1.70	\$325.00	\$552.50
Carlos Jimenez	7/28/2022	Finalize and File Joint Status Conference Statement	0.20	\$700.00	\$140.00
Total Hours Worked: 2.00			2.00		\$762.50

Total Amount Due: \$762.50

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Miguel Catalan v. California Roadside Service, LLC ; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Period: August 2022

Attorney	Date	Activity	Time	Rate	Amount
Carlos Jimenez	8/4/2022	Correspondence with Defense Counsel re: Court's Tentative Ruling	0.10	\$700.00	\$70.00
Carlos Jimenez	8/5/2022	Correspondence with Defense Counsel re: Continued Hearing on Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement	0.10	\$700.00	\$70.00
Total Hours Worked: 0.20			0.20		\$140.00
Total Amount Due: \$140.00					

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Period: September 2022

Miguel Catalan v. California Roadside Service, LLC ; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Carlos Jimenez	9/7/2022				
		Correspondence with Settlement Administrator re: Settlement	0.10	\$700.00	\$70.00
Carlos Jimenez	9/21/2022	Review and Analyze Tentative Ruling re: Motion for Preliminary Approval	0.10	\$700.00	\$70.00
Carlos Jimenez	9/22/2022	Correspondence with Defense Counsel re: Court's Tentative Ruling re: Motion for Preliminary Approval	0.10	\$700.00	\$70.00
Carlos Jimenez	9/22/2022				
		Prepare for and Attend Hearing re: Motion for Preliminary Approval	1.00	\$700.00	\$700.00
Carlos Jimenez	9/22/2022	Draft and Finalize Notice of Ruling	0.20	\$700.00	\$140.00
Jeffrey Jimenez	9/28/2022	Correspondence with Plaintiff Miguel Catalan	0.20	\$325.00	\$65.00

Total Hours Worked: 1.70

1.70

\$1,115.00

Total Amount Due: \$1,115.00

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Miguel Catalan v. California Roadside Service, LLC ; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Period: October 2022

Attorney	Date	Activity	Time	Rate	Amount
Carlos Jimenez	10/5/2022	Correspondence with Settlement Administrator re: Settlement	0.10	\$700.00	\$70.00
Carlos Jimenez	10/5/2022	Correspondence with Defense Counsel re: Settlement	0.10	\$700.00	\$70.00
Jeffrey Jimenez	10/6/2022	Research and Draft Supplemental Briefing and Attendant Documents in Support of Motion for Preliminary Approval	2.90	\$325.00	\$942.50
Carlos Jimenez	10/6/2022	Review and Revise Supplemental Briefing and Attendant Documents in Support of Motion for Preliminary Approval	1.20	\$700.00	\$840.00
Carlos Jimenez	10/6/2022	Correspondence with Defense Counsel re: Amendment to Settlement Agreement	0.10	\$700.00	\$70.00
Jeffrey Jimenez	10/6/2022	Correspondence with Plaintiff Miguel Catalan	0.20	\$325.00	\$65.00
Carlos Jimenez	10/7/2022	Correspondence with Defense Counsel re: Amendment to Settlement Agreement	0.10	\$700.00	\$70.00
Carlos Jimenez	10/10/2022	Correspondence with Defense Counsel re: Revised Class Notice	0.10	\$700.00	\$70.00
Carlos Jimenez	10/10/2022	Correspondence with Defense Counsel re: Revised Class Notice	0.10	\$700.00	\$70.00
Carlos Jimenez	10/18/2022	Correspondence with Defense Counsel re: Defendant California Roadside Service, LLC's Declaration In Support of Motion for Preliminary Approval	0.10	\$700.00	\$70.00

Jeffrey Jimenez	10/19/2022	Further Review and Revise Supplemental Briefing and Attendant Documents in Support of Motion for Preliminary Approval	1.60	\$325.00	\$520.00
Carlos Jimenez	10/21/2022	Finalize and File Supplemental Briefing and Attendant Documents in Support of Motion for Preliminary	0.60	\$700.00	\$420.00
Total Hours Worked: 7.20			7.20		\$3,277.50
Total Amount Due: \$3,277.50					

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Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Period: November 2022

Attorney	Date	Activity	Time	Rate	Amount
Carlos Jimenez	11/3/2022	Review and Analyze Court's Tentative Ruling re: Plaintiff's Motion for Preliminary Approval	0.40	\$ 700.00	\$280.00
Carlos Jimenez	11/3/2022	Draft Correspondence with Defense Counsel re: Plaintiff's Motion for Preliminary Approval	0.10	\$ 700.00	\$70.00
Carlos Jimenez	11/3/2022	Review and Analyze Court's Minute Order re: Plaintiff's Motion for Preliminary Approval	0.10	\$ 700.00	\$70.00
Jeffrey Jimenez	11/3/2022	Draft and Finalize Revised Proposed Order re: Plaintiff's Motion for Preliminary Approval	1.10	\$ 325.00	\$357.50
		Correspondence with Settlement Administrator re: Court's Order re: Motion for Preliminary			
Carlos Jimenez	11/4/2022	Approval of Class Action and PAGA Settlement	0.10	\$ 700.00	\$70.00
Jeffrey Jimenez	11/7/2022	Correspondence with Plaintiff Miguel Catalan	0.20	\$325.00	\$65.00
		Correspondence with Settlement Administrator re: Court's Order re: Motion for Preliminary			
Carlos Jimenez	11/8/2022	Approval of Class Action and PAGA Settlement	0.10	\$ 700.00	\$70.00
		Review Court's Signed Order Motion for Preliminary Approval of Class Action and PAGA			
Carlos Jimenez	11/16/2022	Settlement	0.10	\$ 700.00	\$70.00
Total Hours Worked: 2.20			2.20		\$1,052.50

Total Amount Due: \$1,052.50

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Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Period: January 2023

Attorney	Date	Activity	Time	Rate	Amount
Jeffrey Jimenez	1/12/2023	Further Communicate with Plaintiff Miguel Catalan	0.20	\$375.00	\$75.00

Total Hours Worked: 0.20

Total Amount Due: \$75.00

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Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Period: March 2023

Attorney	Date	Activity	Time	Rate	Amount
Carlos Jimenez	3/14/2023	Review Correspondence from Defense Counsel and the Settlement Administrator re: Settlement	0.10	\$700.00	\$70.00
Carlos Jimenez	3/23/2023	Correspondence to Defense Counsel to Continue Hearing on Plaintiff's Motion for Final Approval	0.10	\$700.00	\$70.00
Jeffrey Jimenez	3/23/2023	Draft Joint Stipulation to Continue Hearing on Plaintiff's Motion for Final Approval	2.60	\$375.00	\$975.00
Carlos Jimenez	3/24/2023	Send Correspondence to Defense Counsel Re: Joint Stipulation to Continue Hearing on Plaintiff's Motion for Final Approval	0.10	\$700.00	\$70.00
Carlos Jimenez	3/24/2023	Review and Revise Joint Stipulation to Continue Hearing on Plaintiff's Motion for Final Approval	0.50	\$700.00	\$350.00
Carlos Jimenez	3/24/2023	Finalize and File Joint Stipulation to Continue Hearing on Plaintiff's Motion for Final Approval	0.20	\$700.00	\$140.00
Carlos Jimenez	3/28/2023	Correspondence with Settlement Administrator re: Settlement	0.10	\$700.00	\$70.00
Total Hours Worked: 3.70			3.70		\$1,745.00

Total Amount Due: \$1,745.00

Protection Law Group, LLP

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Period: April 2023

Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Carlos Jimenez	4/17/2023	Correspondence with Settlement Administrator re: Settlement	0.10	\$700.00	\$70.00
		Review Correspondence from Settlement Administrator re:			
Carlos Jimenez	4/18/2023	Settlement	0.10	\$700.00	\$70.00
Jeffrey Jimenez	4/27/2023	Correspondence with Plaintiff Miguel Catalan	0.20	\$375.00	\$75.00
Total Hours Worked: 0.40			0.40		\$215.00

Total Amount Due: \$215.00

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Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Period: May 2023

Attorney	Date	Activity	Time	Rate	Amount
Carlos Jimenez	5/8/2023	Review Correspondence with Settlement Administrator and Defense Counsel re: Settlement	0.10	\$700.00	\$70.00
Carlos Jimenez	5/8/2023	Send Correspondence to Defense Counsel Re: Second Joint Stipulation to Continue Hearing on Plaintiff's Motion for Final Approval	0.10	\$700.00	\$70.00
Carlos Jimenez	5/8/2023	Review and Revise Second Joint Stipulation to Continue Hearing on Plaintiff's Motion for Final Approval	0.50	\$700.00	\$350.00
Carlos Jimenez	5/8/2023	Finalize and File Second Joint Stipulation to Continue Hearing on Plaintiff's Motion for Final Approval	0.20	\$700.00	\$140.00
Carlos Jimenez	5/10/2023	Review Correspondence from Defense Counsel re: Second Amendment to Class Action and PAGA Settlement Agreement	0.10	\$700.00	\$70.00
Carlos Jimenez	5/10/2023	Review and Analyze Second Amendment to Class Action and PAGA Settlement Agreement	0.60	\$700.00	\$420.00
Carlos Jimenez	5/10/2023	Review Correspondence from Settlement Administrator re: Notice of Class Action and PAGA Settlement	0.10	\$700.00	\$70.00
Carlos Jimenez	5/10/2023	Review Final Notice of Class Action and PAGA Settlement	0.40	\$700.00	\$280.00

Carlos Jimenez	5/12/2023	Correspondence with Defense Counsel re: Second Amendment to Class Action and PAGA Settlement Agreement	0.10	\$700.00	\$70.00
Carlos Jimenez	5/12/2023	Correspondence with Settlement Administrator re: Notice of Class Action and PAGA Settlement	0.10	\$700.00	\$70.00
Total Hours Worked: 2.30			2.30		\$1,610.00
Total Amount Due: \$1,610.00					

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Period: June 2023

Miguel Catalan v. California Roadside Service, LLC ; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Carlos Jimenez	6/7/2023	Review Correspondence and Status Report from Settlement Administrator re: Mailed Notices and Responses	0.20	\$700.00	\$140.00
Carlos Jimenez	6/15/2023	Review Correspondence and Status Report from Settlement Administrator re: Mailed Notices and Responses	0.20	\$700.00	\$140.00
Carlos Jimenez	6/22/2023	Review Correspondence and Status Report from Settlement Administrator re: Mailed Notices and Responses	0.20	\$700.00	\$140.00
Carlos Jimenez	6/28/2023	Review Correspondence and Status Report from Settlement Administrator re: Mailed Notices and Responses	0.20	\$700.00	\$140.00
Total Hours Worked: 0.80			0.80		\$560.00

Total Amount Due: \$560.00

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Period: July 2023

Miguel Catalan v. California Roadside Service, LLC ; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Carlos Jimenez	7/6/2023	Review Correspondence and Status Report from Settlement Administrator re: Mailed Notices and Responses	0.20	\$700.00	\$140.00
Carlos Jimenez	7/12/2023	Review Correspondence and Status Report from Settlement Administrator re: Mailed Notices and Responses	0.20	\$700.00	\$140.00
Jeffrey Jimenez	7/20/2023	Correspondence with Settlement Administrator re: Deadline to Opt Out and Final Status Report	0.10	\$375.00	\$37.50
Jeffrey Jimenez	7/20/2023	Correspondence with Plaintiff Miguel Catalan	0.20	\$375.00	\$75.00
Carlos Jimenez	7/20/2023	Review of Settlement Administrator's Estimated Final Calculations re: Settlement	0.40	\$700.00	\$280.00
Carlos Jimenez	7/20/2023	Review Declaration of Settlement Administrator In Support of Final Approval	0.60	\$700.00	\$420.00
Carlos Jimenez	7/20/2023	Correspondence with Settlement Administrator re: Deadline to Opt Out and Final Status Report	0.10	\$700.00	\$70.00
Carlos Jimenez	7/21/2023	Review Correspondence with Settlement Administrator re: Declaration of Settlement Administrator In Support of Final Approval	0.10	\$700.00	\$70.00
Total Hours Worked: 1.90			1.90		\$1,232.50

Total Amount Due: \$1,232.50

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Period: August 2023

Miguel Catalan v. California Roadside Service, LLC ; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Jeffrey Jimenez	8/28/2023	Correspondence with Plaintiff Miguel Catalan re: Declaration of Miguel Catalan In Support of Plaintiff's Motion for Final Approval	0.50	\$375.00	\$187.50
Carlos Jimenez	8/29/2023	Correspondence with Settlement Administrator re: Declaration of Settlement Administrator In Support of Final Approval	0.20	\$700.00	\$140.00
Jeffrey Jimenez	8/30/2023	Draft Plaintiff Miguel Catalan's Declaration In Support of Motion for Final Approval	1.40	\$375.00	\$525.00
Jeffrey Jimenez	8/30/2023	Further Correspondence with Plaintiff Miguel Catalan re: Declaration of Miguel Catalan In Support of Plaintiff's Motion for Final Approval	0.20	\$375.00	\$75.00
Total Hours Worked: 2.30			2.30		\$927.50
Total Amount Due: \$927.50					

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Period: September 2023

***Miguel Catalan v. California Roadside Service, LLC*; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC**

Attorney	Date	Activity	Time	Rate	Amount
Carlos Jimenez	9/1/2023	Correspondence with Settlement Administrator re: Declaration of Settlement Administrator In Support of Final Approval	0.20	\$700.00	\$140.00
Carlos Jimenez	9/1/2023	Review and Analyze Declaration of Settlement Administrator In Support of Final Approval	0.40	\$700.00	\$280.00
Jeffrey Jimenez	9/4/2023	Research and Draft Notice of Motion and Motion for Final Approval of Class Action and PAGA Settlement	8.10	\$375.00	\$3,037.50
Jeffrey Jimenez	9/5/2023	Draft Declaration of Heather Davis in Support of Motion for Final Approval of Class Action and PAGA Settlement	8.20	\$375.00	\$3,075.00
Jeffrey Jimenez	9/6/2023	Draft Proposed Final Order and Judgment	2.30	\$375.00	\$862.50
Carlos Jimenez	9/8/2023	Review, Revise, and Finalize for Filing: Motion for Final Approval of Class Action and PAGA Settlement; Declaration of Heather Davis in Support Thereof and Exhbits Thereto; Declaration of Miguel Catalan; Declaration of of ILYM Group, Inc.; and [Proposed] Order and Judgment	3.50	\$700.00	\$2,450.00
Total Hours Worked: 22.70			22.70		\$9,845.00

Total Amount Due: \$9,845.00

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Period: October 2023

Miguel Catalan v. California Roadside Service, LLC; Orange County Superior Court Case No. 30-2020-01165556-CU-OE-CXC

Attorney	Date	Activity	Time	Rate	Amount
Carlos Jimenez	10/06/2023 (Anticipated)	Prepare for and Attend the Motion for Final Approval of Class Action and PAGA Settlement	2.00	\$700.00	\$1,400.00

Total Hours Worked: 2.00

Total Amount Due: \$1,400.00

Exhibit 5

Miguel Catalan v. California Roadside Service, LLC

(ORANGE COUNTY SUPERIOR COURT CASE NO. 30-2020-0116556-CU-OE-CXC)

PROTECTION LAW GROUP - EXPENSE REPORT

Date	Memo	Debit	
October 2020	LWDA Fees	\$	75.00
December 2020 - June 2023	Court Filings, Court Hearings and Attonrey Service Fees	\$	4,604.50
July 2021	Court Reporter Fees	\$	644.00
January 2021 - November 2022	Court Printing Fees	\$	37.50
February 2022 - April 2022	Mediation Fees and Expenses	\$	9,017.13
TOTAL COSTS		\$	14,378.13