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Attorneys for Plaintiff Glenn Fite, on behalf of the
State of California and Aggrieved Employee pursuant to PAGA

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

DANIEL LARA DIAZ and GLENN FITE,
individually, on a representative basis, and on
behalf of all others similarly situated;

Plaintiffs,

vs.

SHAMROCK FOODS CO., an Arizona
Corporation; and DOES 1 through 20,
inclusive;

Defendants.

Case No.: RIC 2004126

*[Assigned to Hon. Judge Craig Riemer, Dept
1, for all purposes]*

**DECLARATION OF STAN MALLISON
IN SUPPORT OF MOTION TO
APPROVE SETTLEMENT PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Hearing

Date: July 6, 2022

Time: 8:30 a.m.

Dept.: 1

Reservation #: 266157493719

Complaint filed: January 5, 2021

1 |
2 I, Stan Mallison, hereby declare:

3 1. I am an attorney at law licensed to practice before all courts of the State of
4 California and am a founding partner of the Law Offices of Mallison & Martinez. My firm and I
5 are counsel for Plaintiff in the above-entitled case. I am familiar with the above-captioned
6 litigation and the dispute from which it arises. All statements made herein are on personal
7 knowledge unless otherwise stated. If called as a witness, I could competently testify as to
8 matters stated herein.

9 2. This is a California Labor Code, § 2698 et seq. (“PAGA”) only action filed by
10 Plaintiffs Glenn Fite (“Plaintiff”) and Daniel Lara Diaz¹ (Diaz and Fite collectively referred to as
11 “Plaintiffs”) on behalf of the State of California. In his action, Plaintiff sought penalties for
12 California Labor Code violations endured by current and former non-exempt employees of
13 Defendants on behalf of the State of California pursuant to PAGA. Because the proposed
14 settlement includes PAGA penalties, Plaintiff brings his motion for approval of a PAGA
15 settlement, as required by statute for the Court’s approval of the settlement.

16 **I. COUNSEL’S QUALIFICATIONS**

17 **A. Mallison & Martinez Firm Description**

18 3. The Law Offices of Mallison & Martinez is a class action law firm with offices in
19 Oakland, California. This firm was created in 2005 by Stan Mallison and Hector Martinez,
20 attorneys with extensive class action and complex litigation experience at: (1) Lerach Coughlin
21 Stoia & Robbins, (2) Milberg, Weiss, Bershad, Hynes, & Lerach, (3) Van Bourg Weinberg
22 Roger & Rosenfeld (the largest union side labor law firm in the country), (4) Carter & Garay (a
23 boutique class action law firm), and (5) California Rural Legal Assistance (the largest federal
24 legal services provider to farm-workers in the country). The firm is nearly exclusively engaged
25 in class action and private attorney general practice in employment law on behalf of employees.
26 We have five full time attorneys on staff (two of whom are fluent Spanish speakers), and
27

28 ¹ Plaintiff Diaz is represented by co-counsel LAUBY, MANKIN & Lauby LLP. Counsel for
Plaintiffs entered a joint prosecution agreement on October 18, 2021.

1 numerous support and professional staff. Mallison & Martinez researches and develops class
2 action wage cases and litigates them often with prominent co-counsel.

3 4. The firm employs a “research model” approach to wage and hour class action
4 litigation. We do this by, where appropriate, relying heavily upon technology, investing
5 enormous amounts of time and energy into legal and factual investigations, both prior to filing
6 and early in the litigation, and by developing comprehensive factual and legal expertise in the
7 specialized areas in which we litigate.

8 5. The success of this model is exemplified by the following sample of cases the
9 firm is currently litigating or has resolved and has served or is serving as Class Counsel or Co-
10 lead Counsel (where specified):

- 11
- 12 a. ABM Industries Overtime Cases (San Francisco Superior Court): This is a
13 class action case involving approximately 50,000 janitorial workers in
California. (Class settlement approved for \$140 million).
- 14 b. In re: Rhodia Erisa Litigation: (Southern District of New York). This was
15 an ERISA Class Action on behalf of 3,945 workers of Rhodia, Inc.
Appointed Co-lead Counsel with Robbins Umeda & Fink. (Class settlement
16 approved for \$2.4 million).
- 17 c. In re Milgard (Los Angeles Superior Court). This was a wage and hour
18 class action on behalf of approximately 1000 factory workers. (Class
Settlement of \$5 million approved).
- 19 d. Ibañez et al. v. Food Specialists Inc. et al.: (Case No. RG 06 293981,
20 Alameda Superior Court - Complex). This was a class action wage and hour
case on behalf of 950 food service employees of Scott’s Seafood
21 Restaurants. (Class settlement approved for \$1.485 million).
- 22 e. Korbel Winery: (Case No. 1:08-cv-000417-LJO-SMS, Eastern District of
23 California). This was a mid-sized wage and hour class action case involving
approximately 600 winery workers. (Class settlement approved for
24 \$750,000).
- 25 f. Miranda et al v. Don Roberto Jewelers (Case No. 01265947 Santa Barbara
26 Superior Court). This was a retail worker’s wage and hour class action
involving approximately 1400 retail workers. (Class settlement granted final
27 approval for \$1.225 million).
- 28

- 1 g. Morales v. Stevco, Inc.: (Eastern District of California): This was a mid-
2 sized wage and hour class action settlement for grape field workers.
(\$925,000 settlement granted final approval).
- 3 h. Rodriguez v. DM Camp: (Eastern District of California): This was a mid-
4 sized wage and hour class action settlement for grape field workers.
(\$675,000 settlement granted final approval).
- 5 i. Zacapa v. Don Roberto, Case No. 1376022 (credit worker's case): (Santa
6 Barbara Superior Court). This was a wage and hour class action involving
7 approximately 1000 retail workers. (Class settlement granted final approval
for \$875,000).
- 8 j. Glenn Block v. eBay, Inc.: (Santa Clara Superior Court). This was a
9 consumer class action case filed on behalf of several numerous eBay
10 consumers who were impacted by eBay's "bid against yourself" policy (co-
11 counsel Lerach Coughlin Stoia Geller Rudman & Robbins). (Class
settlement approved for \$2.1 million).
- 12 k. Benitez et al. v. Wilbur et al.: (Eastern District of California). This was a
13 class action wage and hour case on behalf of a class of dairy workers who
14 were (1) not paid all wages largely due to being paid a fixed salary without
regard to actual hours worked and (2) due to the employer's failure to record
time. (\$400,000 settlement granted final approval.)
- 15 l. MAT Landscape: (San Joaquin Superior Court). This was a mid-sized wage
16 and hour case involving hundreds of Landscape workers. Mallison &
17 Martinez is co-counsel with California Rural Legal Assistance. (Settlement
for \$700,000 approved)
- 18 m. Vasquez v. Coast Roofing: (Eastern District of California). This was a mid-
19 sized wage and hour class action case involving hundreds of roofing
workers. (Class settlement for \$250,000 granted final approval).
- 20 n. Lara et al. v. Sierra La Verne Country Club: (Los Angeles Superior Court).
21 This was a mid-sized wage and hour class action on behalf of service
22 workers. Mallison & Martinez is originating counsel and co-counsels the
case with Rastegar & Mattern. (\$725,000 class settlement approved).
- 23 o. Morales v. Stevco, Inc.: (Eastern District of California): This was a mid-
24 sized wage and hour class action settlement for grape field workers.
(\$925,000 settlement granted final approval).
- 25 p. Rodriguez v. DM Camp: (Eastern District of California): This was a mid-
26 sized wage and hour class action settlement for grape field workers.
(\$675,000 settlement granted final approval).
- 27 q. Zacapa v. Don Roberto, Case No. 1376022 (credit worker's case): (Santa
28 Barbara Superior Court). This was a wage and hour class action involving

approximately 1000 retail workers. (Class settlement granted final approval for \$875,000).

- r. TBS Couriers: (Alameda County Superior Court). This was a set of two mid-sized wage and hour class action cases involving hundreds of delivery drivers. Mallison & Martinez is counsel in these coordinated actions (trial judgment awarded for more than \$4.7 million).
- s. Lara et al. v. Sierra La Verne Country Club: (Los Angeles Superior Court). This was a mid-sized wage and hour class action on behalf of service workers. Mallison & Martinez is originating counsel and co-counsels the case with Rastegar & Mattern. (\$725,000 class settlement approved).
- t. La Perla Tapatia: (Eastern District of California): This was a wage hour class action for grocery workers. Final approval granted for wage and hour class action settlement for \$400,000.
- u. Rosales v. El Rancho (1:09-cv-00707); Cruz, et al v. El Rancho (1:12-cv-01934): (Eastern District of California): This is a wage and hour class action on behalf of grape workers. (Final approval of \$2.3 million class settlement)
- v. Ontiveros v. Zamora: (Eastern District of California): This was a wage and hour class action on behalf of a class of mechanics involving failure to pay minimum wage and overtime. (\$2.2 million class settlement approved)
- w. Jacobo v. Packaging Plus Wage and Hour Class Action: (San Benito Superior Court): This was a wage and hour class actions on behalf of a class of produce packing workers involving rest and meal period violations. (\$4.5 million class settlement approved)
- x. Rojas et al. v. Sunview Vineyards (Case No. 09-cv-00705, Eastern District of California). This was a large wage and hour class action on behalf of approximately 10,000 fieldworkers. (Class Settlement of \$4.55 million approved).
- y. Larios v. Piatti Restaurants: (Marin County Superior Court). Final approval granted for wage-and-hour class action settlement for \$2.5 million involving thousands of restaurant workers throughout the state of California.

The above listing is just a sample of the more than 100 wage and hour class and representative actions cases that Mallison & Martinez have been involved with since forming in 2005.

B. Current Attorneys on the Case

6. I, Stan Mallison, am a former meat cutter and baker. I received my Bachelor of Art degrees in Philosophy and Political Science from the California Polytechnic University at

1 Pomona, California in 1990, graduating magna cum laude and first in both departments. I
2 earned my Masters' in Economics from the University of California at Riverside in 1993, where
3 I had been admitted to, and substantially progressed through, the Economics Ph.D. program. I
4 earned my law degree from Stanford University in 1996, graduating with honors. During law
5 school, I interned with the National Labor Relations Board ("NLRB"), both at the Division of
6 Judges in San Francisco as well under the direct supervision of Chairman of the NLRB William
7 B. Gould in Washington D.C.

8 7. Between 1996 and 1998, I worked in complex labor and employment litigation
9 for the law firm of Van Bourg, Weinberg Roger and Rosenfeld, the largest union-side labor law
10 firm in the country. From 1998 to 2004 I worked for Milberg Weiss Bershad Hynes & Lerach
11 ("Milberg Weiss") and joined Lerach Coughlin Stoia & Robbins ("Lerach Coughlin") when the
12 Milberg firm divided in 2004 working there until February 2005. My work at these firms
13 consisted of class action and private attorney general act work and included work on complex
14 and large cases including: *In Re Enron Securities Litigation* (\$7.2 Billion settlement); *Mariana*
15 *Island Garment-Worker Cases* (a \$20 million wage and hour settlement on behalf of 20,000
16 migrant workers on the island of Saipan); *In Re 3Com Securities Class Action* (\$259 million
17 settlement), a Federal Court challenge to the sufficiency of Federal Department of
18 Transportation's NAFTA Truck safety regulations; *In re Pemstar Securities* (settlement of \$12
19 million); *Block v. eBay* (settlement of \$2.1 million); a Federal Court challenge to President
20 Bush's Executive Order re: Project Labor Agreements, and dozens of other cases. As a result of
21 my expertise in economics, I spent a considerable amount of time at Milberg Weiss and Lerach
22 Coughlin as liaison to experts and I continue in that role at Mallison & Martinez. Most recently,
23 fee awards for my work in the wage and hour class action context have been approved at \$750
24 per hour (See *Jacobo v. Packaging Plus, et al*, San Benito County Superior Court, Final
25 Approval of Class Settlement, Dec. 15, 2016.). I am an active member of California
26 Employment and Labor Attorneys ("CELA") and I am familiar with the hourly rates for
27 partners and associates engaged in Plaintiffs-side wage and hour class action work in California.

28

1 8. Hector Martinez received his Political Science Bachelor of Art degree in 1993
2 from the University of California at Davis. Mr. Martinez grew up in a socially conscious farm-
3 worker community, which motivated Mr. Martinez to work for the benefit of low-wage workers.
4 Beginning in the mid-nineties, at the California Institute for Rural Studies, Mr. Martinez
5 conducted extensive research on California's agricultural industry and the substandard
6 environmental, health and working conditions and its impact on farmworkers and their families.
7 Mr. Martinez then attended law school and earned his law degree from the Golden Gate
8 University School of Law in 1998. During his law studies, he worked as a law clerk with Van
9 Bourg, Weinberg, Roger and Rosenfeld, the largest union-side labor law firm in the country,
10 under the direct supervision of named partner David Rosenfeld. From 1999 to 2004, Mr.
11 Martinez worked at California Rural Legal Assistance, Inc. ("CRLA"), the largest non-profit law
12 firm dedicated to farm-worker issues in the country. His work at CLRA included numerous
13 representative private attorneys general actions under California's Unfair Competition Law,
14 Business & Professions Code Sections 17200 *et seq.*, which were brought on behalf of thousands
15 of agricultural employees and the general public. During his time with CRLA, Mr. Martinez was
16 nominated for and received a fellowship with the California Wellness Foundation Violence
17 Prevention Initiative, for his work with farm-worker youth throughout California.

18 9. Tania Fonseca is a current associate at Mallison & Martinez and is admitted to
19 practice before the California State Courts, as well as the United States District Court for
20 Northern California and the United States District Court for Central California. Ms. Fonseca's
21 practice at Mallison & Martinez is focused on employment litigation, including wage and hour
22 class actions. She received her Bachelor of Arts degree in Political Science from University of
23 California San Diego. She received her Juris Doctorate degree from California Western School
24 of Law. She was admitted to the California Bar in 2016. Prior to joining Mallison & Martinez,
25 she worked as a bilingual attorney at a plaintiff's side employment law firm.

26 10. Heather Hamilton is a Junior Associate at Mallison & Martinez and is admitted to
27 practice before the California State Courts, as well as the United States District Court for
28 Northern California and the United States District Court for Eastern California. Mrs. Hamilton

1 has been a licensed attorney since January 2021. Mrs. Hamilton's practice is focused on
2 employment litigation, including wage and hour class actions. Mrs. Hamilton earned her Juris
3 Doctorate at the University of California Hastings College of the Law in May 2019. During law
4 school, Mrs. Hamilton interned with the Equal Employment Opportunity Commission, San
5 Francisco division, assisting with investigation of employment discrimination. Also during law
6 school, Mrs. Hamilton received recognition for her commitment to pro bono service, primarily
7 for her extensive involvement providing legal referral services to individuals experiencing
8 housing insecurity. After law school, Mrs. Hamilton worked at the San Francisco Public
9 Defender's Office, with the majority of her contributions going to the pre-trial and post-
10 conviction relief units.

11 11. Daniel Arjona is a paralegal who attended and received certification from the
12 ABA-approved San Francisco State Paralegal program. Mr. Arjona received his certification in
13 2021.

14 12. Logan Bowie is a paralegal who attended and received certification from Merritt
15 College Paralegal Studies program. Mr. Bowie received his certification in 2021.

16 **B. Former Attorneys on the Case**

17 13. Liliana Garcia was an associate at Mallison & Martinez and is admitted to
18 practice before the California State Courts, as well as the United States District Court for
19 Northern California, the United States District Court for Eastern California, and the Ninth Circuit
20 Court of Appeals. Her practice was focused on employment litigation, including wage and hour
21 class actions, as well as individual sexual harassment and discrimination matters. Ms. Garcia
22 received her Bachelor of Arts degree in Sociology, with honors, from the University of
23 California at Santa Cruz and earned her law degree, with honors, from the University of
24 California, Hastings College of Law. During law school, she served as Editor-in-Chief for the
25 Hastings Race and Poverty Law Journal. She was admitted to the California Bar in 2016. Prior to
26 joining Mallison & Martinez, she worked at California Rural Legal Assistance, Inc. in
27 Watsonville, California representing low-income individuals and families in Santa Cruz and San
28 Benito Counties in housing, employment, education, and public benefits matters. While at

1 CRLA, she successfully represented workers before the Labor Commissioner's Office and
2 helped workers obtain unpaid wages.

3 14. Natalia Ramirez Lee was an associate at Mallison & Martinez and is admitted to
4 practice before the California State Courts as well as the United States District Court for
5 Northern California and the United States District Court for Eastern California. Ms. Ramirez
6 Lee's practice was focused on employment litigation, including wage and hour class actions, as
7 well as individual sexual harassment and discrimination matters. Ms. Ramirez Lee earned her
8 law degree at the University of California, Berkeley School of Law and her Bachelor of Arts
9 degree in Economics from Pace University in New York. Ms. Ramirez Lee was admitted to the
10 California Bar in 2018.

11 15. Daniel Keller was an associate at Mallison & Martinez and is admitted to practice
12 before the California State Courts, as well as the Northern and Eastern Districts. Mr. Keller's
13 practice is focused on employment litigation, including wage and hour class actions. He received
14 his Bachelor of Arts degree in Political Science from the University of California at Davis. He
15 received his Juris Doctor degree from the University of California, Hastings College of the Law.
16 He was admitted to the California Bar in 2021. Prior to joining Mallison & Martinez, he worked
17 as an attorney at Scott Cole & Associates, APC, a firm dedicated nearly exclusively to wage and
18 hour class/representative action work. Prior to becoming an attorney, Mr. Keller worked for
19 Scott Cole & Associates as a Paralegal for approximately ten years.

20 16. Over the course of the case, we had two bilingual paralegals, Rocio Espinoza,
21 Angelica Rodriguez, perform work on the case.

22 17. Mallison & Martinez has had, and continues to have, adequate resources to
23 vigorously prosecute this case on behalf of Plaintiff Fite. Plaintiff's counsel has spared no
24 expense nor taken any short cuts in this litigation.

25 18. Neither I, nor any member of the firm, have any personal affiliation or family
26 relationship with Plaintiff. The only relationship with Plaintiff in this current litigation is the
27 attorney-client relationship.

28

1 **II. ALLEGATIONS OF THE COMPLAINT**

2 19. Plaintiff alleged that Defendants failed to pay employees all minimum and
3 overtime wages, provide employees with proper meal and rest periods, failed to provide
4 employees with accurate itemized wage statements as required by California law, failed to pay
5 employees statutory penalties pursuant to California Labor Code sections 201, 202, and 2013
6 upon termination or resignation. Plaintiff alleges that Defendant's wage and hour violations
7 primarily stem from its policy of disincentivizing employees from taking their meal and rest
8 periods because they will suffer decreased wage rates as a result and dissuading employees from
9 taking meal and rest periods because employees who fail to meet Defendant's productivity
10 requirements suffer disciplinary measures. These are the bases for the PAGA claim.

11 **A. PAGA Basis One: Failure to Pay Minimum Wages**

12 20. California Labor Code § 1197, "Pay of Less than Minimum Wage," states: "The
13 minimum wage for employees fixed by the commission is the minimum wage to be paid to
14 employees, and the payment of less than the minimum so fixed is unlawful." As described in
15 California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable
16 Wage Order of the California Industrial Welfare Commission. The applicable minimum wage set
17 by the IWC in the Wage Orders was \$12.00 per hour, effective January 1, 2019, \$13.00 per hour
18 effective January 1, 2020, and \$14.00 per hour effective January 1, 2021.

19 21. Defendant failed to pay Plaintiff and other employees the minimum wage "for all
20 hours worked." For example, Defendants disincentivize employees from taking their meal and
21 rest periods because they will suffer decreased wage rates as a result. This unlawful policy
22 further dissuades employees from taking meal and rest periods because employees who fail to
23 meet Defendant's productivity requirements suffer disciplinary measures. Employees work off-
24 the-clock during meal periods and are therefore not compensated the appropriate minimum and
25 overtime wages.

26 **B. PAGA Basis Two: Failure to Pay Overtime Premium Wages**

27 22. California Labor Code § 510 states:
28

1 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
2 workday and any work in excess of 40 hours in any one work week and the first eight
3 hours worked on the seventh day of work in any one workweek shall be compensated at
4 the rate of no less than one and one-half times the regular rate of pay for an employee.
5 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
than twice the regular rate of pay for an employee. In addition, any work in excess of
eight hours on any seventh day of a workweek shall be compensated at the rate of no less
than twice the regular rate of pay of an employee.

6 The identical provision is found in the applicable IWC Wage Orders, as authorized under
7 California Labor Code § 1185.

8 23. Defendants violated California Labor Code § 510 and the applicable wage orders
9 (or caused the violations) by subjecting employees to employer control, or knowingly suffering
10 or permitting them to work, in excess of the statutory overtime thresholds, without paying the
11 applicable premium rate.

12 **C. PAGA Basis Three: Failure to Provide Proper Timely Paid Rest Periods or**
13 **Compensation in Lieu Thereof**

14 24. Section 226.7 of the California Labor Code, together with the applicable Wage
15 Order, mandate that employers permit employees to take 10-minute rest periods per every four
16 hours worked. (See Lab. Code, § 226.7; 8 Cal. Code Regs. § 11140(12).) "Authorized rest
17 period shall be counted as hours worked for which there shall be no deduction from wages." (8
18 Cal. Code Regs. § 11140(12)(A).) Employees are entitled to paid rest breaks of at least 10
19 minutes for shifts greater than 3.5 hours. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40
20 Cal.4th 1094, 1104.) Employees are entitled to two rest breaks for shifts greater than 6 hours up
21 to 10 hours, and three rest breaks for shifts greater than 10 hours. For normal shifts the first rest
22 break must occur before the meal break and the second rest break after the meal break, unless
23 other factors render such schedule impracticable.

24 25. Defendants' violated California Labor Code § 226.7 and the Wage Orders by
25 disincentivizing employees from taking their rest periods because they will suffer decreased
26 wage rates as a result, and further dissuading employees from taking rest periods because
27 employees who fail to meet Defendant's productivity requirements suffer disciplinary measures.
28

1 Defendant also failed to provide one hour of additional wages at the employees' regular rate of
2 pay.

3 **D. PAGA Basis Four: Failure to Provide Meal Periods or Compensation in Lieu**
4 **Thereof**

5 26. Employees are entitled to at least one meal period for shifts between 5 and 10
6 hours, and two meal periods for shifts greater than 10 hours. For normal shifts the first meal
7 period must occur before the fifth hour, and the second meal period before the tenth hour. In the
8 Complaint, Plaintiff alleged that he and other aggrieved employees were not provided proper
9 first or second meal periods, or premiums for missed meals, as required by the applicable wage
10 order and Labor Code § 226.7.

11 27. Defendants' violated California Labor Code § 226.7 and the Wage Orders by
12 disincentivizing employees from taking their meal periods because they will suffer decreased
13 wage rates as a result, and further dissuading employees from taking meal periods because
14 employees who fail to meet Defendant's productivity requirements suffer disciplinary measures.
15 Defendant also failed to provide one hour of additional wages at the employees' regular rate of
16 pay.

17 **E. PAGA Basis Five: Failure to Pay All Wages Due at Termination**

18 28. California Labor Code § 201 states; "If an employer discharges an employee, the
19 wages earned and unpaid at the time of discharge are due and payable immediately..." California
20 Labor Code § 202 states: "If an employee not having a written contract for a definite period quits
21 his or her employment, his or her wages shall become due and payable not later than 72 hours
22 thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit,
23 in which case the employee is entitled to his or her wages at the time of quitting..." Defendants
24 willfully failed to timely pay employees all of their wages due for work performed, and this
25 failure continued through the time in which employees quit or were discharged from their
26 employment with Defendants. As a result, Defendants violated California Labor Code §§201 and
27 202.

1 **F. PAGA Failure to Provide Accurate Wage Statements**

2 29. California Labor Code § 226(a) states; “Every employer shall, semimonthly or at
3 the time of each payment of wages, furnish each of his or her employees, either as a detachable
4 part of the check, draft, or voucher paying the employee’s wages, or separately when wages are
5 paid by personal check or cash, an accurate itemized wage statement in writing showing...”

- 6 i) gross wages earned,
7 ii) total hours worked
8 iii) piece-rate units earned if applicable
9 iv) all deductions
10 v) net wages
11 vi) inclusive dates of the pay period
12 vii) name of employee and social security number
13 viii) name and address of employer, and
14 ix) all applicable hourly rates.

15 Defendants failed to provide accurate itemized wage statements because the wage statements
16 falsely understated Plaintiff’s and employees’ gross and net wages by failing to pay for all hours
17 worked and for premium wages, falsely understated the total hours worked by employees by
18 ignoring the total of hours actually worked, and falsely understated employees’ number of hours
19 worked at each hourly rate.

20 **G. PAGA Civil Penalties**

21 30. The violations described above in the preceding paragraphs result in penalties
22 recoverable by Plaintiff pursuant to the Private Attorneys General Act (“PAGA”), Labor Code
23 §§ 2698 *et seq.* Pursuant to the California Supreme Court’s decision in *Arias*, these claims are
24 held by the State of California and do not require class certification.

25 **III. LITIGATION HISTORY OF THE CASE**

26 31. On December 13, 2019, Plaintiff Diaz submitted a certified letter to the California
27 Labor Workforce Development Agency (the “LWDA”) notifying it of Plaintiffs’ claims under
28 the PAGA.

1 32. On January 5, 2021, Plaintiff Fite filed a Rule 23 class, FLSA collective, and
2 PAGA representative action, with six PAGA bases, in the Eastern District of California, Case
3 No. 2:21-CV-00023-JAM-KJN, against Defendant based on the same Labor Code violations
4 alleged in Diaz

5 33. On March 8, 2021 Plaintiff became aware of the existence of a signed arbitration
6 agreement by Plaintiff Glenn Fite.

7 34. On April 21, 2021, Plaintiff filed the first amended complaint (FAC) withdrawing
8 the class claims with only the PAGA representative action remaining.

9 35. On June 4, 2021, Defendants filed their Answer to the complaint and an amended
10 Answer on June 9, 2021.

11 36. On September 14, 2021 Plaintiff Glenn Fite was served notice of a related case,
12 *Daniel Lara Diaz v. Shamrock Foods*, filed in County of Riverside Case No. RIC2004126 filed
13 on October 20, 2020, also seeking penalties under PAGA for the same time period covered in the
14 complaint filed by Plaintiff Glenn Fite.

15 37. On or about October 18, 2021, Plaintiffs Glenn Fite and Daniel Lara Diaz
16 executed a Joint Prosecution and Fee Sharing Agreement Plaintiffs agreed to jointly mediate
17 their cases with Defendant.

18 38. To prepare for mediation, the Parties exchanged timekeeping and payroll records
19 relating to the current and former Aggrieved Employees, as well as records of packages scanned
20 by Aggrieved Employees which, when compared to timekeeping records, reflected whether
21 Aggrieved Employees were performing work off-the-clock. Plaintiff's database expert, Aaron
22 Woolfson, performed a detailed analysis of the data, resulting in a comprehensive penalties
23 model. In total, Plaintiffs' expert evaluated the data of a sampling of employees including
24 approximately 12,000 pay periods, thereby giving Plaintiffs essentially a trial-ready roadmap of
25 the claims and damages for mediation. Additionally, during this process, Plaintiffs, their counsel
26 and experts analyzed, researched, and investigated the potential issues, including matters related
27 to the calculation of damages, trial, and appellate issues and risks.

1 39. On January 4, 2022, the Parties engaged in a successful mediation with Steven
2 Serratore Esq., and reached a settlement of the PAGA claims plead in Plaintiff's complaint for
3 \$470,000, subject to Court approval of the PAGA settlement.

4 **IV. SETTLEMENT**

5 40. On January 4, 2022, the parties participated in a full-day private mediation with
6 mediator Steven Serratore Esq. The matter resolved globally pursuant to a mediator's proposal.
7 The parties agreed upon a settlement amount of \$470,000 to settle the PAGA claim brought on
8 behalf of the state, and \$30,000 for Plaintiffs' own individual claims. As part of the settlement,
9 the parties agreed to seek Court permission for leave to file a consolidated amended complaint
10 that joints the Diaz and Fite cases together, and then seek the Court's approval of the settlement.
11 The parties signed a Memorandum of Understanding (MOU) on January 20, 2022, intending to
12 enter into a long-form comprehensive settlement agreement to be fully executed later by the
13 parties.

14 41. On January 28, 2022, Plaintiff Glenn Fite and Defendant stipulated that Plaintiff
15 Glenn Fite will join the Daniel Lara Diaz v. Shamrock Foods action and that prior to joining the
16 Diaz action, he would dismiss his action.

17 42. On January 31, 2022 Plaintiff Glenn Fite's action was dismissed without
18 prejudice.

19 43. By March 14, 2022, the parties signed a long form, PAGA settlement agreement.
20 The Plaintiffs also signed an individual settlement agreement.

21 44. For over one year of litigation, the Parties conducted investigation of the facts and
22 law during the prosecution of the claims asserted in the Complaint in the matter of *Glenn Fite v.*
23 *Shamrock Foods Company*, United States District Court of California, case No. 2:21-cv-00023-
24 JAM-KJN and *Daniel Lara Diaz v. Shamrock Foods Co., and Does 1-20*, filed in Riverside
25 County Superior Court Case No. RIC2004126, including written discovery, and substantial
26 document production by Defendants. The Parties further investigated the applicable law as
27 applied to the facts regarding Plaintiff's allegations and Defendants' potential defenses, and the
28 damages claimed by Plaintiff.

1 45. The Agreement was reached by and between the Parties hereto, after extensive
2 negotiations, based upon their independent investigation and evaluation, taking into account the
3 sharply contested and disputed legal and factual issues involved, the expense and time necessary
4 to prosecute and defend the Action through trial and possible appeals, the risks, uncertainty and
5 costs of further prosecution of the Action, including the uncertainties of litigation, agreed
6 settlement was an appropriate resolution of this matter

7 46. Defendants deny any liability or wrongdoing of any kind associated with the
8 claims alleged in the Litigation. Plaintiff acknowledges that neither this Agreement, nor promises
9 made pursuant to this Agreement, shall be taken or construed to be an admission or concession
10 of any kind with respect to liability or alleged wrongdoing by Defendants and that Defendants
11 deny any wrongdoing or liability related to the claims released by Plaintiff and Plaintiff's
12 Releasees herein. The Agreement is designed to resolve any and all claims and disputes between
13 Plaintiff and Defendants including, but not limited to, the PAGA claims brought by Plaintiff in
14 his capacity as a Private Attorney General. The Agreement is binding upon and shall inure to the
15 benefit of each party to the Agreement, and to all the Releasees. Plaintiff and Defendants hereby
16 acknowledge, represent and warrant that the terms of this Agreement are fair, reasonable,
17 adequate, in their mutual best interest, and the product of their joint negotiation through counsel.

18 47. Four Hundred Seventy Thousand Dollars (\$470,000) ("Settlement Amount") shall
19 be paid by Defendants in full to the Court approved Settlement Administrator no more than 15
20 days after Effective Date. The "Effective Date" means the date by which this Settlement is fully
21 and finally approved and the Final Order becomes binding, and can no longer be subject to
22 challenge or otherwise appealed, which shall occur upon the later of the following events: (1)
23 when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement
24 has elapsed without any appeal, writ or other appellate proceeding having been filed; (2) any
25 appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally
26 and conclusively with no right to pursue further remedies or relief; or (3) any appeal, writ or
27 other appellate proceeding has upheld the Final Order with no right to pursue further remedies or
28 relief. In this regard, the Effective Date does not occur until the Final Order approving the

1 Settlement is final and binding, and there is no further recourse by an intervenor, appellant or
2 objector who seeks to contest the Settlement.

3 48. In addition to this PAGA Agreement, Plaintiffs have entered into a separate
4 Settlement Agreement and General Release of Individual Claims (the “Individual Settlement
5 Agreements”) with Defendant for \$30,000, less applicable withholdings, for all of their separate
6 individual (non-PAGA) claims arising out of their employment with Defendant, in exchange for
7 a full release of those claims. They agree that the Individual Settlement Agreement shall not
8 serve to modify or limit Plaintiffs’ right to continue with this Action and seek the Court’s
9 approval of this PAGA Settlement; however, Plaintiffs shall have no right to be the
10 representative of a class action lawsuit against Defendant. The Parties further agree that if for
11 any reason the Effective Date does not occur with regard to this PAGA Settlement Agreement
12 and/or the Final Order is not entered, then the Individual Settlement Agreements shall be null
13 and void. Therefore, subject to the Court’s approval, Defendant agrees to pay Plaintiffs \$30,000,
14 less applicable withholdings, separately, in full and complete resolution of any and all such
15 claims, and subject to confidential settlement agreements and a complete and general release and
16 waiver of claims under California Civil Code section 1542. The \$30,000 shall be allocated as
17 follows: \$10,000, less lawful deductions, shall be divided equally between Plaintiffs, and shall be
18 allocated as compensation for alleged lost wages to be reported on an IRS Form W-2; \$10,000
19 shall be divided equally between Plaintiffs as compensation for alleged statutory penalties and
20 interest, which will be reported on an IRS Form 1099; \$10,000, shall be divided equally between
21 the two law firm comprising Plaintiffs’ counsel as attorneys’ fees and costs.

22 49. Plaintiff’s counsel will seek Court approval of an award not to exceed more than
23 \$156,666.66, plus actual litigation costs not to exceed \$20,000. Any portion of the attorney’s
24 fees or cost not awarded to Plaintiffs will reallocated to the PAGA award. Defendant agrees not
25 to oppose any request by Plaintiffs’ Counsel for attorneys’ fees under the common fund doctrine
26 and/or lodestar multiplier method. The Settlement Administrator will report these payments on
27 an IRS Form 1099 issued to Plaintiffs’ Counsel. Plaintiffs’ Counsel shall divide the Attorney
28

1 Fees' awarded equally between the two law firms and shall divide Attorney Costs based on each
2 firm's actual costs incurred and approved by the Court.

3 50. Plaintiff's counsel will seek court approval of reasonable Settlement
4 Administrator fees to Phoenix Class Action Administration. The costs associated with settlement
5 administration shall be paid from the Settlement Amount in the amount not to exceed \$10,000.
6 Any Settlement Administration Costs not awarded by the Court will be reallocated to the PAGA
7 award.

8 51. Plaintiff's counsel will seek, after deducting the amounts specified paragraphs 45
9 and 46, from the Settlement Amount, the balance remaining will form the PAGA Award that will
10 be paid to the Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA
11 civil penalties under the California Labor Code, Wage Orders, regulations, and/or other
12 provisions of law alleged to have been violated in the Complaint and/or LWDA notice letter with
13 respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA
14 Award will be paid to the LWDA. The remaining Twenty-Five Percent (25%) will be paid to all
15 Aggrieved Employees on a pro-rata basis according to total number of eligible pay periods
16 worked by all Aggrieved employees during the statutory period.

17 52. Plaintiff will then move the Court for approval of the PAGA Settlement
18 Agreement ("Motion"), including the allocation of the PAGA Award, Plaintiffs' Counsel's
19 Attorneys' Fees and Costs, and Settlement Administration Costs consistent with this Settlement,
20 which Defendant will not oppose. Plaintiffs' Counsel will serve the Motion on Defendant's
21 Counsel via email and submit it to the LWDA through the online filing system. Pursuant to
22 California Labor Code section 2698, et seq., Plaintiffs' Counsel shall undertake all required
23 submissions and disclosures to the LWDA and the Court to obtain approval of the settlement.
24 The Parties further agree to jointly request that the Court enter the Final Order, including a
25 judgment of dismissal.

26 53. Plaintiff's counsel will seek Court approval of PAGA payments to Aggrieved
27 Employees. The settlement group shall include all current and former non-exempt employees
28 employed by Defendant in California at any time from October 2, 2019 through March 5, 2022.

1 Defendant estimates that there are approximately 1,569 Aggrieved Employees covered by the
2 PAGA Agreement. Specifically, Defendants identified 1,596 employees (“Covered Employees”).
3 Payments to Covered Employees are to be considered penalties for which employees will be
4 provided an IRS Form 1099.

5 54. The Parties agree that the administration and distribution of the Settlement
6 Amount shall be completed by a Settlement Administrator selected by Parties after a bidding
7 process and approved by the Court. In the event any Covered Employees cannot be located or do
8 not cash their settlement checks within one hundred and eighty (180) days, the Settlement
9 Administrator will, within five (5) business days of receipt of the returned settlement check,
10 perform a skip trace to locate the individual, and notify Defendant’s Counsel and Plaintiffs’
11 Counsel of the results. If a new address is located by these means, the Administrator will have
12 ten (10) business days to issue the check. Any funds in the Settlement Administrator’s account as
13 a result of a failure to timely cash a settlement check shall be paid to the LWDA.

14 55. There will be no return of any funds to Defendants under this Settlement if
15 approved. If this Settlement is not approved by the Court, the Parties will work together in good
16 faith to accommodate any objections or concerns given by the Court. If the Parties are unable to
17 resolve the Court’s objections or concerns, this agreement will be deemed void and the Parties
18 agree to cooperate to return the case to their original respective stance.

19 56. Released Parties as referenced herein and as released in this Settlement are
20 Shamrock Foods Co., an Arizona Corporation; along with its parent corporation, affiliates,
21 subsidiaries, divisions, such entities’ predecessors, successors, assigns, and officers and directors
22 of such entities, to the fullest extent permitted by law.

23 57. The claims to be released by Plaintiffs, Daniel Lara Diaz and Glenn Fite, in
24 addition to the Released Claims or PAGA Claims, with respect to the Released Parties, are also
25 subject to confidential settlement agreements and a complete and general release and waiver of
26 claims under California Civil Code section 1542. Claims include all statutory, common law,
27 constitutional and other claims, including but not limited to all: a) claims relating to any contract
28 of employment, express or implied; b) claims for attorney's fees, costs or expenses or interest on

1 any sums allegedly due; c) tort claims of any nature, including but not limited to, wrongful
2 termination and retaliation; and d) claims under federal, state, or local statutes or ordinances,
3 including but not limited to, claims under the California Fair Employment and Housing Act;
4 provisions of the California Labor Code and Wage Orders that may be released; Title VII of the
5 Civil Rights Act of 1964; the Family Medical Leave Act; the California Family Rights Act;
6 California Equal Pay Act; the Retirement Income Security Act; the Americans with Disabilities
7 Act; Sections 1981 through 1988 of Title 42 of the United States Code; the Workers Adjustment
8 and Retraining Notification Act; the Fair Credit Reporting Act; the Genetic Information
9 Nondiscrimination Act of 2008; California Unruh Civil Rights Act - Cal. Civ. Code § 51, et seq.;
10 California Confidentiality of Medical Information Act- Cal. Civ. Code § 56, et seq.; California
11 Parental Leave Law - Cal. Lab. Code§ 230.7, et seq.; California Whistleblower Protection Law -
12 Cal. Lab. Code § 1102.5; California Military Personnel Bias Law -Cal. Mil. & Vet. Code§ 394;
13 California Obligations of Investigative Consumer Reporting Agencies Law - Cal. Civ. Code§
14 1786.10, et seq.; California Political Activities of Employees Law - Cal. Lab. Code § 1101, et
15 seq.; California Domestic Violence Victim Employment Leave Law - Cal. Lab. Code § 230.1;
16 California Court Leave Law - Cal. Lab. Code § 230; California Business and Professions Code §
17 17200; and any other laws or regulations relating to employment. Plaintiffs are not waiving any
18 rights Plaintiffs may have to: (i) benefits or rights to seek benefits under applicable workers'
19 compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment
20 insurance or indemnification statutes; (ii) pursue claims which by law cannot be waived by
21 signing this Agreement; (iii) enforce this Agreement; or (iv) challenge the validity of this
22 Agreement.

23 58. The claims to be released by the Aggrieved Employees (including the State of
24 California and the Labor & Workforce Development Agency (“LWDA”)) with respect to the
25 Released Parties include all claims that were alleged against Defendant, on behalf of Aggrieved
26 Employees, based on the facts and allegations stated in Plaintiffs’ FAC and/or in Plaintiffs’
27 LWDA notice letters, including all PAGA claims for alleged violations of the California Labor
28 Code (including Cal. Labor Code sections 200, 201, 202, 203, 204, 204.1, 208, 221, 222, 223,

226, 226.2, 226.3, 226.7, 256, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, and 1198); attorneys' fees and expenses related to these claims based on the facts and causes of action alleged in the Action; and the applicable Industrial Welfare Commission Wage Orders including, but not limited to, Sections 3(A), 4, 7, 9, 11 and 12; and PAGA claims, and causes of action alleged in the First Amended Complaint or in Plaintiffs' LWDA notice letters for an assessment of PAGA penalties based on or related to allegations that Defendant: (a) failed to pay minimum or contractual wages; (b) failed to pay overtime wages, (c) failed to provide compliant meal periods; (d) failed to provide compliant rest periods; (e) failed to timely pay wages each payroll period; (f) failed to timely pay final wages; and (g) failed to provide accurate itemized wage statements.

59. After extensive review of Plaintiff's records, evaluation of the evidence available to us, and how that evidence might be used at trial, I believe that the settlement is fair and reasonable given the circumstances of these cases and the strength and weaknesses of the various claims.

V. OPINION OF COUNSEL AND DUE DILIGENCE

60. Because this was a putative PAGA representative action lawsuit, Plaintiff conducted significant discovery. Plaintiff's counsel is of the view that central to any litigation, mediation or resolution of a wage and hour case is obtaining the core payroll and timekeeping records. Plaintiff and Defendants both issued document requests and interrogatories. Plaintiff received Defendants' payroll and timekeeping.

61. Based on Mallison & Martinez's investigation and discovery in this case and in consultation with the Plaintiff, I am of the opinion that the settlement for \$470,000, is reasonable and adequate and is in the best interest of Plaintiff in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by Defendants, the amount of potential damages in this case, and success on the merits at trial. Defendants contest liability in this action and Defendants were prepared to vigorously defend against these claims if the action is not settled. If the litigation proceeds, Plaintiff would face significant risks, to say nothing of

1 the stress and anxiety of a trial. There is also always a risk that Defendants would prevail in its
2 asserted defenses.

3 62. The settlement is extremely reasonable in light of the circumstances surrounding
4 this case. A crucial factor in evaluating the value of a PAGA claim is that all PAGA awards are
5 discretionary and can be reduced by the Court. Under Labor Code § 2699(e)(2), the Court can
6 reduce the PAGA penalties “if, based on the facts and circumstances of the particular case, to do
7 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” In
8 other words, were this matter to go to trial, any award granted against Defendants under the
9 PAGA would be at the discretion of the Court.

10 63. The \$470,000 settlement provides for a recovery to the State of California,
11 Plaintiff, and other aggrieved employees that is greater than what he would have received from
12 the Labor Commissioner. Even if Plaintiff were to prevail at trial, they would be required to
13 expend considerable additional time and resources, potentially outweighing any additional
14 recovery obtained through successful litigation. In any case, continued litigation would clearly
15 delay payment, and it is unclear whether additional damages would be obtained. As such,
16 Plaintiff’s counsel believes that the settlement with Defendants for the consideration and on the
17 terms set forth therein is fair, reasonable, and adequate and is in the best interest of Plaintiff in
18 light of all known facts and circumstances, including the significant risk of delay. As such, the
19 Settlement is in the best interest of judicial efficiency, as it would obviously eliminate a complex
20 action from this court’s calendar.

21 64. The Settlement was reached after informed, arm’s length negotiations between the
22 parties. Both parties conducted extensive investigation and discovery allowing them to assess the
23 strengths and weaknesses of the case. The Settlement is the product of non-collusive
24 negotiations. If the litigation proceeds, Defendants faces significant liability, in particular,
25 through their susceptibility to post-judgment award of attorney’s fees. For their part, Defendant
26 contest liability in this action and are prepared to vigorously defend against these claims if the
27 action is not settled.

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1 **VI. FEES, EXPENSES, AND PAYMENT TO PLAINTIFF**

2 65. The attorneys at my office have practiced class and PAGA representative action
3 litigation on a near exclusive basis for approximately 18 years and are familiar with attorneys'
4 fees, cost, and incentive award issues. Our firm continues to co-counsel numerous cases with
5 large class action firms and therefore interact with them on these issues regularly. Attorneys at
6 our firm are members of the California Employment Lawyers Association ("CELA") and its
7 wage and hour committee and are in regular contact with other California attorneys who practice
8 in the field of wage and hour class actions. Based on their participation in these organizations,
9 past experience, and their personal knowledge of the practices of other California attorneys who
10 file and prosecute wage and hour class and PAGA actions, a percentage of the recovery
11 contingency fee of the type requested here is common in wage and hour actions, both individual
12 and class. Such a fee is necessary given the expenses and risk of wage and hour litigation.

13 66. One hundred percent of Mallison & Martinez's legal practice involves legal work
14 that is on a contingency fee basis. Despite our firm's strong public interest perspective, we
15 would not have agreed to represent Plaintiff in this case on a contingency fee basis if we weren't
16 confident that we would be awarded a contingency fee of at least one third of the potential
17 recovery if we were successful in our efforts. The Court can determine at the approval stage the
18 exact amount of fees justified in this case.

19 67. As discussed above when discussing our firm and its lawyers, including the
20 lawyer who contributed to this case, our firm uses the Laffey Matrix to create an attorney fee
21 lodestar. I have personal knowledge of the hourly rates charged by other attorneys with
22 comparable experience to time (including the hourly rate of other attorneys in the San Francisco
23 Bay Area who handle complex wage and hour class action), as well as to the attorneys within the
24 firm who worked on this matter. Based on this information, I believe the rates for my firm's
25 attorneys – using the Laffey Matrix for the year 2021–2022 are consistent with and well within
26 the market rates in the Bay Area for partners and non-partners with comparable expertise,
27 experience and qualifications in complex wage and hour class actions.

68. I have reviewed all our employees' time records for this case and, using the Laffey Matrix for 2021-22, I have created a lodestar table, below. **A true and correct copy of the billing entries for my firm are attached hereto as Exhibit 1.** As is evident, the lodestar calculation (\$99,914.50) shows that our firm's fees, together with co-counsel's attorney fees incurred in the litigation of this case, well exceed the requested 33.3% of this settlement (\$156,666.66,).

User	Role	Rate	Billable Hours	Lodestar
Hector Martinez	Senior Partner	\$919	6.9	\$6,341.10
Stan Mallison	Senior Partner	\$919	36.3	\$33,359.70
Daniel Keller	Junior Associate	\$381	60.5	\$23,050.50
Heather Hamilton	Junior Associate	\$381	19.2	\$7,315.20
Liliana Garcia	Senior Associate	\$468	34.2	\$16,005.60
Tania Fonseca	Senior Associate	\$468	12.2	\$5,709.60
Daniel Arjona	Paralegal	\$208	15.8	\$3,286.40
Rocio Espinoza	Paralegal	\$208	3.6	\$748.80
Logan Bowie	Paralegal	\$208	.9	\$187.20
Angelica Rodriguez	Paralegal	\$208	18.8	\$3,910.10
			Total	\$99,914.50

69. The proposed maximum request for attorneys' fees and reimbursement of costs and expenses are reasonable in light of the time and expense expended achieving the substantial benefits of this settlement. This case involved over one year of litigation. Counsel reached this result for Plaintiff at significant risk to themselves of recovering no fee. Counsel was aware that the only way they would be compensated was to achieve a successful result. Speaking for my firm, Mallison & Martinez, the number of hours and resources spent on this matter were made without any guarantee that we would ever be compensated. I believe this risk, spread out over almost six years, justifies a one-third percentage in attorneys' fee award.

70. Plaintiff Fite's Counsel has incurred \$5,632.00 in costs in this case. A large portion of the costs in this case relate to mediation fees, filing fees, and expert costs (Plaintiff contracted with a database expert to analyze Defendants' timekeeping and payroll records). The

1 remaining costs are typical of a case like this. A detailed, itemized breakdown of Plaintiff's
2 Counsel's costs are attached herein as **Exhibit 2**.

3 71. Regarding Plaintiff Fite, I believe that \$10,000 in exchange for an individual
4 release, in addition to his PAGA recovery as an aggrieved employee, is reasonable and fair
5 compensation for his involvement in the litigation. Since the inception of this case, Plaintiff Fite
6 has diligently and attentively pursued this action and spent numerous hours engaged in activities
7 for the benefit of this action and aggrieved employees. Plaintiff Fite's declaration is being
8 concurrently filed.

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct. Executed this 13th day of June in Oakland, California.

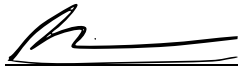
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12 By: 
13 Stan Mallison
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EXHIBIT 1

Date	Professional	Status	Activity	Rate/Cost	Duration/Quantity	Lodestar	Case Link	Description
9/24/21	Daniel Arjona	Certified Paralegal	Meet w/ Attorney	\$208.00	0.1	\$20.80	Shamrock Foods	Discussed D/L on calendar with Dan
10/13/21	Daniel Arjona	Certified Paralegal	Email to Client	\$208.00	0.2	\$41.60	Shamrock Foods	prepared and Emailed client joint prosecution agreement for signature
10/13/21	Daniel Arjona	Certified Paralegal	Email	\$208.00	0.1	\$20.80	Shamrock Foods	responded to email from dan
10/14/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	Reviewed the email for the Joint Prosecution agreement
10/14/21	Daniel Arjona	Certified Paralegal	Joint Prosecution Agreement	\$208.00	0.3	\$62.40	Shamrock Foods	Prepped and sent the JPA to Cocounsel
10/25/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	reviewed email re discovery responses
11/2/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re strategy with cocounsel
11/5/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re mediation and strategizing
11/5/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re protective order
11/8/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re mediation
11/8/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re proposed protective order
11/9/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re adding language to protective order to freely share info between both plaintiff parties
11/10/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re PO and Opc consulting with their client
11/11/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re objections to discovery requests
11/17/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re Ds responses to RFPs

11/17/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	from Opc re mediation and informal discovery
11/17/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	from opc re filing protective order
11/18/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re signatures
11/18/21	Daniel Arjona	Certified Paralegal	Email	\$208.00	0.1	\$20.80	Shamrock Foods	re Dan's signature on protective order
11/18/21	Daniel Arjona	Certified Paralegal	Email	\$208.00	0.2	\$41.60	Shamrock Foods	prepped SPO and emailed to Opc
11/29/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re order submitted by the court, saved on common ground
11/30/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re scan data
12/2/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	between Dan and Cocounsel re strategy for plan of attack
12/2/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re scan data
12/3/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	from Opc re discovery produced
12/3/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	saved on common ground from Opc
12/7/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	saved doc production in discovery folder
12/13/21	Daniel Arjona	Certified Paralegal	Review Filing	\$208.00	0.1	\$20.80	Shamrock Foods	re ds notice of appearance of counsel
12/13/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	first set of SROGS from Ds
12/14/21	Daniel Arjona	Certified Paralegal	Calendaring	\$208.00	0.3	\$62.40	Shamrock Foods	calendared d/l by which to respond to Ds interrogatories

12/15/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re mediation brief draft
12/15/21	Daniel Arjona	Certified Paralegal	Discovery Responses	\$208.00	0.5	\$104.00	Shamrock Foods	read through defendants interrogatory requests
12/21/21	Daniel Arjona	Certified Paralegal	Document Review	\$208.00	0.3	\$62.40	Shamrock Foods	reviewed doc productions and saved on to common ground with passwords
12/22/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	
12/22/21	Daniel Arjona	Certified Paralegal	Document Preparation	\$208.00	0.3	\$62.40	Shamrock Foods	sent to Aaron
12/22/21	Daniel Arjona	Certified Paralegal	Call to Client	\$208.00	0.1	\$20.80	Shamrock Foods	re Ds prop interogs and email
12/23/21	Daniel Arjona	Certified Paralegal	Call from Client	\$208.00	0.1	\$20.80	Shamrock Foods	re interogs
12/23/21	Daniel Arjona	Certified Paralegal	Email	\$208.00	0.1	\$20.80	Shamrock Foods	time keeping docs
12/23/21	Daniel Arjona	Certified Paralegal	Email	\$208.00	0.2	\$41.60	Shamrock Foods	timekeeping records to aaron
12/23/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	
12/27/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re call with cocounsel
12/28/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re unavailability for Mediation damage model
12/28/21	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re mediation
1/4/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re scan data to co counsel
1/4/22	Daniel Arjona	Certified Paralegal	Email	\$208.00	0.1	\$20.80	Shamrock Foods	sharing discovery with cocounsel

1/5/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.2	\$41.60	Shamrock Foods	reviewed MOU
1/5/22	Daniel Arjona	Certified Paralegal	Email	\$208.00	0.1	\$20.80	Shamrock Foods	re discovery responses and objections
1/5/22	Daniel Arjona	Certified Paralegal	Telephone Communication	\$208.00	0.1	\$20.80	Shamrock Foods	re mediation
1/6/22	Daniel Arjona	Certified Paralegal	Discovery Responses	\$208.00	1.6	\$332.80	Shamrock Foods	Objections to Ds discovery requests
1/6/22	Daniel Arjona	Certified Paralegal	Communicate w/ Attorney	\$208.00	0.2	\$41.60	Shamrock Foods	w/ Stan and Dan re objections
1/6/22	Daniel Arjona	Certified Paralegal	Discovery Responses	\$208.00	0.5	\$104.00	Shamrock Foods	finished responses to interrogs drafted objections to RFPs, had to type out all of the requests as no pdf available
1/6/22	Daniel Arjona	Certified Paralegal	Discovery Responses	\$208.00	1.2	\$249.60	Shamrock Foods	
1/7/22	Daniel Arjona	Certified Paralegal	Discovery Responses	\$208.00	0.6	\$124.80	Shamrock Foods	finalized discovery responses and serving on Opc
1/10/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re MOU draft
1/11/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re MOU
1/12/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re typos on MOU
1/12/22	Daniel Arjona	Certified Paralegal	Telephone Communication	\$208.00	0.1	\$20.80	Shamrock Foods	w/ Dan re mediation
1/13/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	pdf version of MOU
1/14/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	Final copies of MOU
1/18/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	from Dan re MOU and getting sigs on

1/18/22	Daniel Arjona	Certified Paralegal	Communicate w/ Attorney Review Memorandum of Understanding	\$208.00	0.1	\$20.80	Shamrock Foods	w/ Dan re signatures on MOU
1/18/22	Daniel Arjona	Certified Paralegal		\$208.00	0.3	\$62.40	Shamrock Foods	Prepared MOU for signature and reaching out to client for signature on MOU
1/19/22	Daniel Arjona	Certified Paralegal	Call from Client	\$208.00	0.1	\$20.80	Shamrock Foods	from Glenn Fire re MOU
1/19/22	Daniel Arjona	Certified Paralegal	Communicate w/ Attorney	\$208.00	0.1	\$20.80	Shamrock Foods	let Dan know the Client had questions and requested a call
1/19/22	Daniel Arjona	Certified Paralegal	Memorandum	\$208.00	0.2	\$41.60	Shamrock Foods	Adding signaures to MOU and sending to brian and Misty
1/19/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	form cocounsel and opce re defendants needing to sign MOU
1/20/22	Daniel Arjona	Certified Paralegal	Saved Documents	\$208.00	0.1	\$20.80	Shamrock Foods	saved fully executed MOU on CG
1/25/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	reviewed email re stipulation and complaint to combine cases
1/28/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re stip and dismissal drafts
1/28/22	Daniel Arjona	Certified Paralegal	Document Preparation	\$208.00	0.2	\$41.60	Shamrock Foods	stip signed
1/28/22	Daniel Arjona	Certified Paralegal	Filing	\$208.00	0.3	\$62.40	Shamrock Foods	finalized and filed stipulation and order for dismissal
1/31/22	Daniel Arjona	Certified Paralegal	Review Order	\$208.00	0.1	\$20.80	Shamrock Foods	from court dismissing case
2/4/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re related case CMC
2/4/22	Daniel Arjona	Certified Paralegal	Calendaring	\$208.00	0.1	\$20.80	Shamrock Foods	calendared state case cmc
2/25/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re settlement agreement in state case

3/2/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	re changes to paga documents
3/8/22	Daniel Arjona	Certified Paralegal	Email	\$208.00	0.1	\$20.80	Shamrock Foods	re signing paga approval agmt
3/11/22	Daniel Arjona	Certified Paralegal	Call w/ Client	\$208.00	0.3	\$62.40	Shamrock Foods	re settlements
3/11/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	from cocounsel re signed agreements
3/11/22	Daniel Arjona	Certified Paralegal	Document Preparation	\$208.00	0.3	\$62.40	Shamrock Foods	prepared agreements for client signature, emailed and communicated w/ client
3/16/22	Daniel Arjona	Certified Paralegal	Saved Documents	\$208.00	0.1	\$20.80	Shamrock Foods	executed settlement agreements into common ground
3/16/22	Daniel Arjona	Certified Paralegal	Phone call	\$208.00	0.1	\$20.80	Shamrock Foods	w/ Dan and logan re costs
3/16/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	from Dan and co counsel re client declarations
3/16/22	Daniel Arjona	Certified Paralegal	Communicate w/ staff	\$208.00	0.1	\$20.80	Shamrock Foods	w/ Isela re costs
3/24/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	from Isela w/ Answer from Defendant
4/12/22	Daniel Arjona	Certified Paralegal	Calendaring	\$208.00	0.2	\$41.60	Shamrock Foods	updated calendar per email
4/18/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	from opposing counsel
4/20/22	Daniel Arjona	Certified Paralegal	Phone call	\$208.00	0.2	\$41.60	Shamrock Foods	call w/ Tania re declaration
5/9/22	Daniel Arjona	Certified Paralegal	Phone call	\$208.00	0.1	\$20.80	Shamrock Foods	w/ Tania re checking docket re costs
5/31/22	Daniel Arjona	Certified Paralegal	Email	\$208.00	0.1	\$20.80	Shamrock Foods	to Staff re getting client signature

6/13/22	Daniel Arjona	Certified Paralegal	Communicate w/ Attorney	\$208.00	0.3	\$62.40	Shamrock Foods	w/ Stan re declaration and costs
6/13/22	Daniel Arjona	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	from brian re stan's declaration
					15.8	\$3,286.40		
3/7/22	Logan Bowie	Certified Paralegal	Review Email	\$208.00	0.1	\$20.80	Shamrock Foods	Reviewed email containing a Notice of a Relate Case.
3/23/22	Logan Bowie	Certified Paralegal	Docket Review & Calendaring	\$208.00	0.1	\$20.80	Shamrock Foods	
5/5/22	Logan Bowie	Certified Paralegal	Calendaring	\$208.00	0.4	\$83.20	Shamrock Foods	Calendared CMC and related D/Ls
5/19/22	Logan Bowie	Certified Paralegal	Saved Documents	\$208.00	0.2	\$41.60	Shamrock Foods	Saved finalized Decl. ISO PAGA Apprvl Mtn. to CG.
5/20/22	Logan Bowie	Certified Paralegal	Saved Documents	\$208.00	0.1	\$20.80	Shamrock Foods	Saved Endorsed Fite Decl. to CG.
					0.9	\$187.20		
6/1/20	Rocio Espinoza	Certified Paralegal	Call w/ attorney(s)	\$208.00	0.4	\$83.20	Shamrock Foods	LG re PAGA NTc & AR re her intake
6/2/20	Rocio Espinoza	Certified Paralegal	Call to Client	\$208.00	0.5	\$104.00	Shamrock Foods	follow up questions re intake
6/2/20	Rocio Espinoza	Certified Paralegal	Review Document	\$208.00	0.4	\$83.20	Shamrock Foods	Sysco PAGA Ltr
6/2/20	Rocio Espinoza	Certified Paralegal	Legal Research and Writing	\$208.00	0.8	\$166.40	Shamrock Foods	Reviewed LC sections listed in PAGA to confirm accuracy
6/2/20	Rocio Espinoza	Certified Paralegal	Draft PAGA Notice	\$208.00	1	\$208.00	Shamrock Foods	As per LG request

9/22/20	Rocio Espinoza	Certified Paralegal	Check-In	\$208.00	0.1	\$20.80	Shamrock Foods	weekly check in presentation by associates
4/13/21	Rocio Espinoza	Certified Paralegal	Legal Research	\$208.00	0.3	\$62.40	Shamrock Foods	Reviewed local rules and texted with HH re Mtn practice in EDC
4/14/21	Rocio Espinoza	Certified Paralegal	Check-In	\$208.00	0.1	\$20.80	Shamrock Foods	meeting re status of case
					3.6	\$748.80		
5/2/22	Tania Fonseca	Senior Att with 6 years Exp.	Declarations	\$468.00	7	\$3,276.00	Shamrock Foods	Work on declaration for motion for paga approval.
5/4/22	Tania Fonseca	Senior Att with 6 years Exp.	Declarations	\$468.00	0.2	\$93.60	Shamrock Foods	Draft email to partners re declaration costs and fees.
5/12/22	Tania Fonseca	Senior Att with 6 years Exp.	Declarations	\$468.00	2	\$936.00	Shamrock Foods	Work on declaration after receipt of attorney's fees.
5/16/22	Tania Fonseca	Senior Att with 6 years Exp.	Declarations	\$468.00	2	\$936.00	Shamrock Foods	WOrk on declaration and motion for paga approval
6/1/22	Tania Fonseca	Senior Att with 6 years Exp.	Settlement Agreement	\$468.00	1	\$468.00	Shamrock Foods	Review settlement agreement.
					12.2	\$5,709.60		
			Review Correspondence					
2/7/20	Liliana Garcia	Senior Att with 5.5 years Exp.	Email Opposing Counsel	\$468.00	0.3	\$140.40	Shamrock Foods	Review letter from OPC and file.
2/7/20	Liliana Garcia	Senior Att with 5.5 years Exp.	Review Document	\$468.00	0.2	\$93.60	Shamrock Foods	Email OPC to request copy of arbitration agreement.
2/7/20	Liliana Garcia	Senior Att with 5.5 years Exp.	Discussion w/ Paralegal	\$468.00	0.5	\$234.00	Shamrock Foods	Review arbitration agreement.
4/29/20	Liliana Garcia	Senior Att with 5.5 years Exp.	Review Intake Questionare	\$468.00	0.2	\$93.60	Shamrock Foods	

5/28/20	Liliana Garcia	Senior Att with 5.5 years Exp.	Case Review	\$468.00	0.1	\$46.80	Shamrock Foods	
5/29/20	Liliana Garcia	Senior Att with 5.5 years Exp.	Strategy Discussion	\$468.00	0.1	\$46.80	Shamrock Foods	Call w/ HM to discuss next steps.
6/1/20	Liliana Garcia	Senior Att with 5.5 years Exp.	Call w/ Paralegal	\$468.00	0.5	\$234.00	Shamrock Foods	Discuss case history and PAGA letter.
6/2/20	Liliana Garcia	Senior Att with 5.5 years Exp.	Call w/ Paralegal	\$468.00	0.3	\$140.40	Shamrock Foods	Discuss facts supporting PAGA letter.
9/16/20	Liliana Garcia	Senior Att with 5.5 years Exp.	Call w/ Paralegal	\$468.00	0.1	\$46.80	Shamrock Foods	to discuss PAGA letter
9/18/20	Liliana Garcia	Senior Att with 5.5 years Exp.	PAGA Notice	\$468.00	2	\$936.00	Shamrock Foods	Review and finalize PAGA letter. Supervise filing.
11/30/20	Liliana Garcia	Senior Att with 5.5 years Exp.	Call w/ M&M attorney(s)	\$468.00	0.2	\$93.60	Shamrock Foods	Call w/ SM and HM to discuss jdx issues. It seems like we are leaning filing in state court b/c there is an arbitration agreement and this is PAGA only. We might get removed to federal court b/c Shamrock Foods is HQ'd in Arizona. Need to follow up with client re: signing arbitration agreement.
12/3/20	Liliana Garcia	Senior Att with 5.5 years Exp.	Call w/ Paralegal	\$468.00	0.5	\$234.00	Shamrock Foods	
12/8/20	Liliana Garcia	Senior Att with 5.5 years Exp.	Communicate w/ Paralegal	\$468.00	0.1	\$46.80	Shamrock Foods	
12/16/20	Liliana Garcia	Senior Att with 5.5 years Exp.	Call w/ M&M attorney(s)	\$468.00	0.3	\$140.40	Shamrock Foods	
1/4/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Draft Complaint	\$468.00	3.4	\$1,591.20	Shamrock Foods	RE: Venue.
1/5/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Call w/ M&M attorney(s)	\$468.00	0.3	\$140.40	Shamrock Foods	Review complaint draft w/ SM.

1/5/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Call to Client	\$468.00	0.2	\$93.60	Shamrock Foods	Left ym for client. Communicate w/ paralegal.
1/5/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Complaint	\$468.00	1.6	\$748.80	Shamrock Foods	Finalize initial complaint. Supervise filing.
2/2/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Review Filing	\$468.00	0.1	\$46.80	Shamrock Foods	Opt-in authorization was filed.
2/3/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Call w/ Paralegal	\$468.00	0.1	\$46.80	Shamrock Foods	Discuss reaching out to defense counsel to waive service.
2/17/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Review Document	\$468.00	0.2	\$93.60	Shamrock Foods	Review waiver of summons and communicate w/ paralegal.
3/18/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Call w/ Paralegal	\$468.00	0.2	\$93.60	Shamrock Foods	Discuss arbitration agreement issue.
3/19/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Call w/ Client	\$468.00	0.5	\$234.00	Shamrock Foods	Call w/ client RE: arbitration agreement.
3/26/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Call w/ M&M attorney(s)	\$468.00	0.1	\$46.80	Shamrock Foods	
4/6/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Amended Complaint Drafting	\$468.00	1.8	\$842.40	Shamrock Foods	
4/7/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Call w/ M&M attorney(s)	\$468.00	0.3	\$140.40	Shamrock Foods	Call w/ SM and HH re: complaint.
4/8/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Call w/ M&M attorney(s)	\$468.00	0.5	\$234.00	Shamrock Foods	Call w/ SM re: amending complaint.
4/9/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Strategy Discussion	\$468.00	0.3	\$140.40	Shamrock Foods	
4/12/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Strategy Discussion	\$468.00	2	\$936.00	Shamrock Foods	Strategy discussion re: First Amended Complaint, communicate w/ HH, listen to In re Certified Tire case re: productivity-based compensation system.
4/12/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Amended Complaint Drafting	\$468.00	4.1	\$1,918.80	Shamrock Foods	Review First Amended Complaint; communicate w/ SM, HH, and paralegal; research amendment of pleadings in federal court.

4/13/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Strategy Discussion	\$468.00	1	\$468.00	Shamrock Foods	Planning for motion for leave to amend; research local rules/filing.
4/14/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Strategy Discussion	\$468.00	0.5	\$234.00	Shamrock Foods	Discuss motion for leave to amend w/ paralegal and SM.
4/15/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Email Opposing Counsel	\$468.00	0.1	\$46.80	Shamrock Foods	Re: motion for leave to amend.
4/15/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Call w/ M&M attorney(s)	\$468.00	0.6	\$280.80	Shamrock Foods	Call w/ SM to discuss defense counsel's proposal to stipulate to dismiss class/individual claims WTTH prejudice. SM upset. SM calls Mark Trapp while on call and Mark Trapp says he has to talk to his client. We will proceed with filing motion. Update paralegal.
4/15/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Motion to Amend	\$468.00	2.3	\$1,076.40	Shamrock Foods	Review and edit Notice and MP A. Strategy discussions w/ SM and HH; review draft stipulation and email defense counsel.
4/16/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Stipulation	\$468.00	2	\$936.00	Shamrock Foods	
5/10/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Review Court Order	\$468.00	0.1	\$46.80	Shamrock Foods	Review minute order.
5/20/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Joint Status Report	\$468.00	2.7	\$1,263.60	Shamrock Foods	
5/21/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Call w/ Opposing Counsel	\$468.00	0.3	\$140.40	Shamrock Foods	Call w/ Mark re: giving them an extension to answer.
5/21/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Stipulation	\$468.00	0.5	\$234.00	Shamrock Foods	Review stip, email defense counsel, communicate w/ paralegal.
6/9/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Communicate w/ Paralegal	\$468.00	0.1	\$46.80	Shamrock Foods	
6/25/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Review Answer	\$468.00	1.1	\$514.80	Shamrock Foods	Review Amended Answer; research.
7/6/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Initial Disclosures	\$468.00	1.5	\$702.00	Shamrock Foods	Draft and serve initial disclosures.

7/21/21	Liliana Garcia	Senior Att with 5.5 years Exp.	Case Management	\$468.00	0.1	\$46.80	Shamrock Foods	Call w/ DR.
					34.2	\$16,005.60		
4/7/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Communicate w/ M&M attorney(s)	\$381.00	0.2	\$76.20	Shamrock Foods	Call with SM and LG to discuss assignment - preparing state court complaint
4/7/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Complaint	\$381.00	2.5	\$952.50	Shamrock Foods	Drafting state court complaint (amending fed ct complaint --> state ct complaint)
4/8/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Review Complaint	\$381.00	0.8	\$304.80	Shamrock Foods	Review and revise state complaint with Stan
4/8/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Call w/ Stan	\$381.00	0.3	\$114.30	Shamrock Foods	Discussing strategy for filing complaints
4/8/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Complaint	\$381.00	0.4	\$152.40	Shamrock Foods	Working on state complaint
4/8/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Complaint	\$381.00	0.3	\$114.30	Shamrock Foods	First amended fed complaint naming only Shamrock as DEF
4/8/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Complaint	\$381.00	0.9	\$342.90	Shamrock Foods	Working with Stan to amend state complaint to name Fernandes and Does as DEFs, removing SHAMROCK
4/8/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Review Complaint	\$381.00	0.3	\$114.30	Shamrock Foods	Reviewing state complaint against Fernandes and Does
4/8/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Research	\$381.00	2.2	\$838.20	Shamrock Foods	Researching claim-splitting and parallel litigation
4/8/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Review Complaint	\$381.00	0.3	\$114.30	Shamrock Foods	Review/proofread of state complaint against Fernandes and Does
4/8/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Call w/ partners	\$381.00	0.2	\$76.20	Shamrock Foods	Call with Stan, Hector, and Liliana about strategy and options for filing complaint(s)
4/9/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Document Preparation	\$381.00	0.2	\$76.20	Shamrock Foods	FAC - All Defendants (Shamrock, Fernandes, Does)

4/12/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Document Preparation	\$381.00	2.2	\$838.20	Shamrock Foods	Fed ct FAC against Shamrock & Does
4/12/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Research	\$381.00	1	\$381.00	Shamrock Foods	Research request for leave to amend complaint pursuant to FRCP 15
4/12/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Call w/ M&M attorney(s)	\$381.00	0.4	\$152.40	Shamrock Foods	Call with Lilitana, Angelica, and Stan re clerk's rejection of FAC and filing motion for leave to amend
4/12/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Motion to Amend	\$381.00	1.7	\$647.70	Shamrock Foods	Motion to filed first amended complaint
4/13/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Communicate w/ M&M attorney(s)	\$381.00	0.1	\$38.10	Shamrock Foods	Check in with Lilitana re Motion for Leave to Amend
4/13/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Document Preparation	\$381.00	3.6	\$1,371.60	Shamrock Foods	Comm with Stan, Hector, Lilitana and Rocio, and preparation of MPA, motion for leave to amend
4/15/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Communicate w/ M&M attorney(s)	\$381.00	0.2	\$76.20	Shamrock Foods	complaint, notice, atty declaration, proposed order, and exhibits
4/15/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Document Review	\$381.00	0.1	\$38.10	Shamrock Foods	Comm & email with Lilitana re Leave to Amend docs
4/16/21	Heather Hamilton	Junior Att with 1.5 years Exp.	Stipulation	\$381.00	1.2	\$457.20	Shamrock Foods	Citation check - bluebook vs CA Style Manual
5/25/22	Heather Hamilton	Junior Att with 1.5 years Exp.	Status Discussion	\$381.00	0.1	\$38.10	Shamrock Foods	Comm with Lilitana re stipulation and write first draft of stipulation
9/8/21	Cesar Juarez	Certified Paralegal	Discovery Responses	\$203.00	0.2	\$40.60	Shamrock Foods	check in with firm and TF prior to TF's departure - case status update
8/3/21	Daniel Keller	Junior Att with 1.5 years Exp.	Meet w/ Attorney	\$381.00	0.1	\$38.10	Shamrock Foods	Spoke to HM and DR about propounding discovery.
								Meeting with Lilitana Garcia re: taking over case

8/19/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	TC with paralegal Diana re: case update for client
8/20/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	Left voicemail for client re: case update, arbitration agreement
8/23/21	Daniel Keller	Junior Att with 1.5 years Exp.	Call from Client	\$381.00	0.2	\$76.20	Shamrock Foods	Took call from client Glen Fite re: case update
8/23/21	Daniel Keller	Junior Att with 1.5 years Exp.	Document Review	\$381.00	0.2	\$76.20	Shamrock Foods	Reviewed file to provide client case update
8/23/21	Daniel Keller	Junior Att with 1.5 years Exp.	Document Review	\$381.00	0.2	\$76.20	Shamrock Foods	Reviewed docs produced by defendant to find signed arbitration agreement
8/23/21	Daniel Keller	Junior Att with 1.5 years Exp.	Legal Research	\$381.00	0.5	\$190.50	Shamrock Foods	legal research re: client's wrongful termination claim
8/23/21	Daniel Keller	Junior Att with 1.5 years Exp.	Correspondence	\$381.00	0.1	\$38.10	Shamrock Foods	With Hector Martinez re: viability of client's claims, demanding arbitration
8/23/21	Daniel Keller	Junior Att with 1.5 years Exp.	Document Review	\$381.00	0.4	\$152.40	Shamrock Foods	Reviewed case file to provide client update
8/25/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	TC with partners re demanding arbitration
8/30/21	Daniel Keller	Junior Att with 1.5 years Exp.	Meeting	\$381.00	0.1	\$38.10	Shamrock Foods	Meeting with paralegal re: service of initial disclosures
8/30/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	email re: propounding discovery
8/30/21	Daniel Keller	Junior Att with 1.5 years Exp.	Call to Client	\$381.00	0.1	\$38.10	Shamrock Foods	left voicemail for client re: case update
8/30/21	Daniel Keller	Junior Att with 1.5 years Exp.	Damage Model	\$381.00	0.2	\$76.20	Shamrock Foods	damages model for client
9/7/21	Daniel Keller	Junior Att with 1.5 years Exp.	Meeting Draft	\$381.00	0.1	\$38.10	Shamrock Foods	Meeting re: discovery to propound
9/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Discovery Requests	\$381.00	0.5	\$190.50	Shamrock Foods	Drafted RFPs set one

9/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Draft Discovery Requests	\$381.00	0.8	\$304.80	Shamrock Foods	Drafted RFPs and SROGS set one
9/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	Email re: discovery to serve
9/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	TC re: discovery set one
9/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Draft Discovery Requests	\$381.00	0.6	\$228.60	Shamrock Foods	Revised document requests
9/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	Email re: discovery requests
9/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Meeting Draft	\$381.00	0.1	\$38.10	Shamrock Foods	Meeting re: revisions to document requests
9/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Discovery Requests	\$381.00	0.2	\$76.20	Shamrock Foods	Revised document requests for service
9/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Meeting Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	re: service of discovery requests
9/9/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.2	\$76.20	Shamrock Foods	TC with client re: case update/individual arbitration
9/9/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.2	\$76.20	Shamrock Foods	Drafted memorializing email to client re: individual claims
9/9/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.2	\$76.20	Shamrock Foods	Revised confirming letter to client/checked SOL deadlines
9/9/21	Daniel Keller	Junior Att with 1.5 years Exp.	Meeting	\$381.00	0.1	\$38.10	Shamrock Foods	Meeting with paralegal Cesar re: letter to client
9/9/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	Email to client
9/10/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: early mediation
9/10/21	Daniel Keller	Junior Att with 1.5 years Exp.	Meeting	\$381.00	0.1	\$38.10	Shamrock Foods	Meeting with Stan re: early mediation

9/14/21	Daniel Keller	Junior Att with 1.5 years Exp.	Meeting	\$381.00	0.1	\$38.10	Shamrock Foods	Meeting with Paralegals Daniel and Cesar re: tasks to be completed
9/15/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: notice of related case
9/15/21	Daniel Keller	Junior Att with 1.5 years Exp.	Research	\$381.00	0.4	\$152.40	Shamrock Foods	Reviewed notice of related case, looked up other case, reviewed file, compared cases, drafted email to partners re: settlement strategy
9/16/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	with Stan and OPC re mediation
9/16/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	Call from OPC re mediation
9/17/21	Daniel Keller	Junior Att with 1.5 years Exp.	Calendaring	\$381.00	0.1	\$38.10	Shamrock Foods	re: call to OPC re mediation
9/17/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: call to OPC re mediation
9/17/21	Daniel Keller	Junior Att with 1.5 years Exp.	Meeting	\$381.00	0.1	\$38.10	Shamrock Foods	re: call with OPC re: mediation
9/17/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.3	\$114.30	Shamrock Foods	TC with Stan and OPC re: data for mediation
9/17/21	Daniel Keller	Junior Att with 1.5 years Exp.	Meeting	\$381.00	0.3	\$114.30	Shamrock Foods	re: case strategy/mediation
9/17/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation
9/17/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	Emailed client re: mediation
9/17/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	TC with client re: mediation
9/17/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	from mediator re: availability
9/17/21	Daniel Keller	Junior Att with 1.5 years Exp.	Meeting	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation

9/20/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	TC with client re: mediation
9/21/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	from client re: contacts
9/23/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation
9/24/21	Daniel Keller	Junior Att with 1.5 years Exp.	Meeting	\$381.00	0.1	\$38.10	Shamrock Foods	meeting with paralegal re: calendar
9/24/21	Daniel Keller	Junior Att with 1.5 years Exp.	Draft Email	\$381.00	0.2	\$76.20	Shamrock Foods	to OPC re mediation and mediation data points
9/30/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: selecting mediator
9/30/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: selecting mediator
10/1/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email staff	\$381.00	0.1	\$38.10	Shamrock Foods	Re serving discovery on defendant drafted email to OPC re mediation and extension of discovery responses
10/5/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.2	\$76.20	Shamrock Foods	
10/5/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Opposing Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	Re: discovery extension pending mediation
10/6/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: discovery extension during mediation
10/6/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	to OPC re: stay of discovery pending mediation
10/6/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: discovery extension
10/6/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: strategy
10/6/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation availability

10/6/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: settlement strategy
10/7/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation
10/7/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation
10/7/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation
10/11/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	Email from co-counsel
10/11/21	Daniel Keller	Junior Att with 1.5 years Exp.	Calendaring	\$381.00	0.1	\$38.10	Shamrock Foods	calendared TC with cocounsel
10/11/21	Daniel Keller	Junior Att with 1.5 years Exp.	Meeting	\$381.00	0.1	\$38.10	Shamrock Foods	case status meeting
10/11/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: call with cocounsel
10/11/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	Re: prep for call to cocounsel
10/12/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.2	\$76.20	Shamrock Foods	prep for call to co-counsel
10/12/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.4	\$152.40	Shamrock Foods	TC with co-counsel re: joint prosecution
10/12/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: discovery strategy with cocounsel
10/12/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: joint prosecution agreement
10/13/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: JPA
10/13/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	left voicemail for client re: joint prosecution agreement

10/13/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: JPA
10/13/21	Daniel Keller	Junior Att with 1.5 years Exp.	Call to Client	\$381.00	0.1	\$38.10	Shamrock Foods	gave update on case and joint prosecution strategy
10/13/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	TC with Stan re: joint prosecution agreement
10/14/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: signatures on joint prosecution agreement
10/14/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: terms of joint prosecution agreement
10/14/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re joint prosecution agreement
10/15/21	Daniel Keller	Junior Att with 1.5 years Exp.	email cocounsel	\$381.00	0.3	\$114.30	Shamrock Foods	drafted strategy email to cocounsel re: coordinating mediation
10/15/21	Daniel Keller	Junior Att with 1.5 years Exp.	email cocounsel	\$381.00	0.1	\$38.10	Shamrock Foods	Re mediation strategy
10/18/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: JPA
10/18/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	left VM for client re: he tried to call me
10/18/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: JPA
10/18/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	TC with client re JPA
10/23/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	to client re: JPA
10/23/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation availability
10/25/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation availability
10/25/21	Daniel Keller	Junior Att with 1.5 years Exp.	Opposing Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	to OPC re discovery responses

10/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Opposing Counsel	\$381.00	0.3	\$114.30	Shamrock Foods	drafted email to OPC re: mediation data/discovery
10/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	from OPC re data for mediation
10/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	with Stan re mediation strategy
10/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Review Discovery Request	\$381.00	0.2	\$76.20	Shamrock Foods	reviewed informal requests for mediation data from co-counsel
10/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation strategy
10/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: discovery for mediation
10/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Review Discovery Request	\$381.00	0.1	\$38.10	Shamrock Foods	reviewed first set of discovery to defendant and compared against what co-counsel asked for for mediation
11/2/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement strategy
11/2/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re mediation
11/2/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.2	\$76.20	Shamrock Foods	strategy email re settlement
11/3/21	Daniel Keller	Junior Att with 1.5 years Exp.	Draft Email	\$381.00	0.3	\$114.30	Shamrock Foods	reviewed email stream, drafted strategic email to opposing counsel re mediation
11/5/21	Daniel Keller	Junior Att with 1.5 years Exp.	Review Proposed Order	\$381.00	0.2	\$76.20	Shamrock Foods	reviewed protective order in related case
11/5/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: protective order in related case
11/5/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.2	\$76.20	Shamrock Foods	re: settlement strategy
11/5/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: protective order

11/5/21	Daniel Keller	Junior Att with 1.5 years Exp.	review protective order	\$381.00	0.1	\$38.10	Shamrock Foods	reviewed protective order re: sharing discovery with our firm
11/5/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: prosecution strategy
11/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	from OPC re mediation/discovery
11/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement strategy
11/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.2	\$76.20	Shamrock Foods	conference call with cocounsel re data for mediation/strategy
11/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	re: setting conference call with cocounsel
11/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Opposing Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: protective order
11/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: protective order
11/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: proposed email to opposing counsel re JPA
11/9/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation
11/9/21	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation
11/9/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: discovery for mediation
11/9/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re protective order
11/10/21	Daniel Keller	Junior Att with 1.5 years Exp.	Opposing Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re mediation
11/10/21	Daniel Keller	Junior Att with 1.5 years Exp.	Review Discovery Responses	\$381.00	0.1	\$38.10	Shamrock Foods	reviewed defendant's discovery responses

11/10/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re defendant's discovery responses
11/11/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re defendant's discovery responses
11/11/21	Daniel Keller	Junior Att with 1.5 years Exp.	Meet and Confer Efforts	\$381.00	0.5	\$190.50	Shamrock Foods	wrote meet and confer correspondence to opposing counsel
11/11/21	Daniel Keller	Junior Att with 1.5 years Exp.	Opposing Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: defendant's response to meet and confer
11/11/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: meet and confer conference call
11/11/21	Daniel Keller	Junior Att with 1.5 years Exp.	Opposing Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re dial-in for conference call
11/11/21	Daniel Keller	Junior Att with 1.5 years Exp.	Conference Call	\$381.00	0.5	\$190.50	Shamrock Foods	with opposing counsel and staff re meet and confer re discovery
11/17/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: document production for mediation
11/17/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	from OPC re protective order
11/17/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	from Brian Mankin re protective order
11/18/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Opposing Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re protective order
11/18/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re protective order
11/18/21	Daniel Keller	Junior Att with 1.5 years Exp.	Protective Order	\$381.00	0.1	\$38.10	Shamrock Foods	reviewed proposed protective order
11/18/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re protective order
11/29/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re protective order

11/29/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Opposing Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re scan data
12/1/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: division of work for mediation
12/1/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re division of work for mediation
12/2/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Draft	\$381.00	0.1	\$38.10	Shamrock Foods	from cocounsel re mediation strategy
12/2/21	Daniel Keller	Junior Att with 1.5 years Exp.	Discovery Dispute Statement	\$381.00	0.6	\$228.60	Shamrock Foods	began draft of LR 251 joint statement
12/2/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: defendant's document production
12/2/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: scan data
12/2/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: OPC's refusal to produce scan data
12/2/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Opposing Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	Stan's response to OPC's refusal to produce scan data
12/6/21	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	re meet and confer prep
12/6/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	re: meet and confer dial in
12/6/21	Daniel Keller	Junior Att with 1.5 years Exp.		\$381.00	0.1	\$38.10	Shamrock Foods	re: meet and confer with OPC
12/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.5	\$190.50	Shamrock Foods	with OPC re meet and confer/mediation
12/8/21	Daniel Keller	Junior Att with 1.5 years Exp.	Meeting	\$381.00	0.1	\$38.10	Shamrock Foods	re case strategy

12/9/21	Daniel Keller	Junior Att with 1.5 years Exp.	Review Document	\$381.00	0.1	\$38.10	Shamrock Foods	reviewed client's documents to prepare for call to client
12/9/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	left message for client re: scan records to ask for (which employees)
12/9/21	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.2	\$76.20	Shamrock Foods	call with client re case update
12/9/21	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	with stan re mediation strategy
12/9/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: scan data
12/17/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: interrogatories to client
12/17/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Opposing Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	from OPC re scan summary reports
12/17/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Opposing Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	to OPC re scan summary records
12/20/21	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	re: scan data
12/20/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: password for doc production
12/20/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: defendant's doc production
12/20/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: add paralegals to emails
12/20/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: response to informal discovery request
12/21/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re mediation brief
12/21/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re defendant's document production

12/21/21	Daniel Keller	Junior Att with 1.5 years Exp.	Review Documents Served	\$381.00	0.2	\$76.20	Shamrock Foods	Tried to open defendant's production of scan data
12/21/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re defendant's document production
12/21/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: defendant's production of scan data
12/21/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: sending defendant's document production to expert
12/22/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	from co-counsel re scheduling conference call
12/22/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re scheduling call with cocounsel
12/22/21	Daniel Keller	Junior Att with 1.5 years Exp.	Review Document	\$381.00	0.2	\$76.20	Shamrock Foods	Reviewed defendant's production of scan data
12/22/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re scan data
12/22/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re scan data
12/22/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: discovery requests to client
12/23/21	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	re defendant's production of scan data
12/23/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: defendant's document productions
12/23/21	Daniel Keller	Junior Att with 1.5 years Exp.	Document Review	\$381.00	0.1	\$38.10	Shamrock Foods	reviewed defendants' doc productions
12/23/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: forwarding doc production to expert
12/23/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re conference call with OPC

12/27/21	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	with co-counsel re damages calculations for mediation
12/27/21	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	with expert re damages calculations for mediation
12/27/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation
12/27/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation
12/27/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation
12/27/21	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation
12/27/21	Daniel Keller	Junior Att with 1.5 years Exp.	Review Document	\$381.00	0.1	\$38.10	Shamrock Foods	reviewed arbitration agreement
12/27/21	Daniel Keller	Junior Att with 1.5 years Exp.	Legal Research	\$381.00	0.3	\$114.30	Shamrock Foods	reviewed Viking River Cruises case
12/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Expert	\$381.00	0.1	\$38.10	Shamrock Foods	re analysis of data for mediation
12/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: expert mediation analysis
12/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: mediation strategy in light of inability of expert to analyze data in time
12/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: damages calculations for mediation
12/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	responded to Brian Mankin's email re damages calculations
12/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: Viking case analysis for mediation brief

12/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Mediation Brief	\$381.00	0.4	\$152.40	Shamrock Foods	reviewed draft mediation brief
12/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Expert	\$381.00	0.1	\$38.10	Shamrock Foods	re: penalties calculations for mediation
12/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Expert	\$381.00	0.1	\$38.10	Shamrock Foods	re: damages calculations for mediation
12/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: expert report for mediation
12/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: review of mediation brief
12/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re revision to mediation brief facepage
12/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re signature on mediation brief
12/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re mediation brief
12/28/21	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: individual damages calculations
1/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Damage Model	\$381.00	0.2	\$76.20	Shamrock Foods	reviewed damages calculations for mediation
1/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	re mediation
1/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	reviewed damage model
1/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	emails re mediation
1/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	re: damages model for mediation
1/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Review Document	\$381.00	0.1	\$38.10	Shamrock Foods	re: employee ID number

1/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re employee ID number
1/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re employee ID numbers
1/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re mediation session
1/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re mediation settlement strategy
1/4/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re mediation
1/4/22	Daniel Keller	Junior Att with 1.5 years Exp.	Mediation	\$381.00	7.2	\$2,743.20	Shamrock Foods	Attended mediation with Steve Serratore
1/4/22	Daniel Keller	Junior Att with 1.5 years Exp.	Mediation	\$381.00	1.3	\$495.30	Shamrock Foods	concluded mediation negotiations, drafted MOU
1/4/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Paralegal	\$381.00	0.1	\$38.10	Shamrock Foods	re: responses to interrogatories
1/5/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re responses to defendant's interrogatories
1/5/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re responses to defendant's discovery
1/5/22	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
1/6/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re MOU
1/6/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Opposing Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re edits to MOU
1/6/22	Daniel Keller	Junior Att with 1.5 years Exp.	Review Settlement Agreement	\$381.00	0.2	\$76.20	Shamrock Foods	reviewed proposed MOU
1/6/22	Daniel Keller	Junior Att with 1.5 years Exp.	email cocounsel	\$381.00	0.1	\$38.10	Shamrock Foods	re MOU

1/6/22	Daniel Keller	Junior Att with 1.5 years Exp.	Discovery Responses	\$381.00	0.2	\$76.20	Shamrock Foods	drafted responses to defendant's interrogatories
1/6/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re discovery responses
1/6/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re discovery responses
1/6/22	Daniel Keller	Junior Att with 1.5 years Exp.	Discovery Responses	\$381.00	0.1	\$38.10	Shamrock Foods	revised interrogatory responses
1/6/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re revised discovery responses
1/6/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re responses to document requests
1/6/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re discovery responses
1/6/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re responses to defendant's discovery
1/6/22	Daniel Keller	Junior Att with 1.5 years Exp.	Discovery Responses	\$381.00	0.1	\$38.10	Shamrock Foods	reviewed RPD responses
1/6/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re discovery responses
1/6/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: DS RESPS ok to serve
1/6/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Paralegal	\$381.00	0.1	\$38.10	Shamrock Foods	re service of discovery responses
1/7/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re MOU
1/7/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re MOU
1/7/22	Daniel Keller	Junior Att with 1.5 years Exp.	Settlement Agreement	\$381.00	0.1	\$38.10	Shamrock Foods	reviewed MOU

1/7/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: discovery responses served on defendant
1/10/22	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	with client re settlement
1/10/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re MOU
1/11/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re MOU
1/11/22	Daniel Keller	Junior Att with 1.5 years Exp.	Review Settlement Agreement	\$381.00	0.2	\$76.20	Shamrock Foods	reviewed final draft of MOU
1/11/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re MOU
1/11/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re MOU
1/12/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re edits to MOU
1/12/22	Daniel Keller	Junior Att with 1.5 years Exp.	email cocounsel	\$381.00	0.1	\$38.10	Shamrock Foods	Re MOU
1/13/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re: memo of understanding
1/14/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Opposing Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re MOU
1/18/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Paralegal	\$381.00	0.1	\$38.10	Shamrock Foods	re signatures on MOU
1/18/22	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	re getting signatures on MOU
1/18/22	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	re MOU

1/18/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re: client signed MOU
1/18/22	Daniel Keller	Junior Att with 1.5 years Exp.	Review Document	\$381.00	0.1	\$38.10	Shamrock Foods	reviewed MOU
1/19/22	Daniel Keller	Junior Att with 1.5 years Exp.	Telephone Communication	\$381.00	0.1	\$38.10	Shamrock Foods	re call from client
1/19/22	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	client update re status of settlement
1/19/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re MOU
1/19/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re MOU
1/19/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re MOU
1/20/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re MOU fully executed
1/21/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re stip to file FAC
1/21/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re stip to file FAC
1/21/22	Daniel Keller	Junior Att with 1.5 years Exp.	draft stip/order	\$381.00	0.8	\$304.80	Shamrock Foods	drafted STIP to file FAC
1/21/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re stip to file FAC
1/21/22	Daniel Keller	Junior Att with 1.5 years Exp.	Draft Complaint	\$381.00	0.7	\$266.70	Shamrock Foods	drafted FAC
1/21/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re FAC
1/25/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re stip re FAC

1/25/22	Daniel Keller	Junior Att with 1.5 years Exp.	Review Complaint	\$381.00	0.1	\$38.10	Shamrock Foods	reviewed FAC
1/25/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re FAC
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re stip to dismiss
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re stip to dismiss
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re stip re FAC
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re stip to dismiss
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	draft stip/order	\$381.00	0.5	\$190.50	Shamrock Foods	drafted stip to dismiss
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re stip to dismiss
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re stip re FAC
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re stip and FAC
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Review Stipulation	\$381.00	0.1	\$38.10	Shamrock Foods	reviewed stip re FAC
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Review Complaint	\$381.00	0.1	\$38.10	Shamrock Foods	reviewed FAC
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re stip and FAC
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re stip to dismiss
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re stip re dismissal

1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re stip to dismiss
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re stip and FAC
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re draft of long-form settlement
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Review Settlement Agreement	\$381.00	0.4	\$152.40	Shamrock Foods	reviewed settlement agreement draft
1/27/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re long form settlement agreement
1/28/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement approval motion
1/28/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement approval motion
1/28/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
1/28/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
1/28/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
1/28/22	Daniel Keller	Junior Att with 1.5 years Exp.	Draft Motion	\$381.00	0.1	\$38.10	Shamrock Foods	PAGA approval motion
1/28/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re filing stips
1/28/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Paralegal	\$381.00	0.1	\$38.10	Shamrock Foods	re filing stips

1/28/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Paralegal	\$381.00	0.1	\$38.10	Shamrock Foods	re filing stips
1/28/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re stip re FAC
1/28/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re stip re FAC
1/28/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re filing stips
1/28/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re filing stips
1/28/22	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	re filing stip
1/28/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	Re stip re dismissal filed
2/2/22	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	re PAGA approval motion
2/2/22	Daniel Keller	Junior Att with 1.5 years Exp.	Draft Motion	\$381.00	0.8	\$304.80	Shamrock Foods	drafted PAGA settlement approval motion
2/2/22	Daniel Keller	Junior Att with 1.5 years Exp.	Draft Motion	\$381.00	0.1	\$38.10	Shamrock Foods	drafted PAGA approval motion
2/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement administration
2/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement administration
2/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Administrator	\$381.00	0.1	\$38.10	Shamrock Foods	re request for administration bids
2/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Administrator	\$381.00	0.1	\$38.10	Shamrock Foods	re PAGA settlement
2/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Administrator	\$381.00	0.1	\$38.10	Shamrock Foods	re PAGA settlement

2/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re administration bids
2/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Draft Motion	\$381.00	0.6	\$228.60	Shamrock Foods	drafted PAGA approval motion
2/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Administrator	\$381.00	0.1	\$38.10	Shamrock Foods	re translation
2/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Administrator	\$381.00	0.1	\$38.10	Shamrock Foods	re translation
2/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Draft Motion	\$381.00	0.5	\$190.50	Shamrock Foods	drafted PAGA approval motion
2/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Draft Declaration	\$381.00	0.6	\$228.60	Shamrock Foods	drafted declaration ISO PAGA approval motion
2/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Draft Motion	\$381.00	1.7	\$647.70	Shamrock Foods	drafted declaration ISO PAGA settlement approval
2/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Draft Motion	\$381.00	0.4	\$152.40	Shamrock Foods	drafted PAGA approval motion supporting docs
2/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Draft Motion	\$381.00	0.1	\$38.10	Shamrock Foods	finalized PAGA approval papers
2/3/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re PAGA approval motion
2/7/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re administration bid for settlement
2/7/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re administration bids
2/14/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
2/14/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
2/14/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement

2/18/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re notice of change of address
2/18/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re administration bid
2/18/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re stip to file FAC
2/18/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
2/18/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
2/18/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
2/25/22	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	case status meeting
2/25/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re motion for PAGA settlement approval
3/1/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
3/1/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
3/1/22	Daniel Keller	Junior Att with 1.5 years Exp.	Review Settlement Agreement	\$381.00	0.1	\$38.10	Shamrock Foods	PAGA and individual
3/7/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email Co Counsel	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
3/8/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
3/8/22	Daniel Keller	Junior Att with 1.5 years Exp.	Review Settlement Agreement	\$381.00	0.1	\$38.10	Shamrock Foods	reviewed final settlement agreement
3/8/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement

3/8/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
3/8/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
3/8/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re final settlement
3/11/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement agreement
3/11/22	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.2	\$76.20	Shamrock Foods	Re settlement agreement
3/11/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
3/11/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
3/11/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
3/15/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
3/15/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
3/15/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement
3/15/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re PA GA approval
3/15/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re PA GA approval motion

3/15/22	Daniel Keller	Junior Att with 1.5 years Exp.	Draft Declaration	\$381.00	0.3	\$114.30	Shamrock Foods	drafted declaration ISO PAGA approval motion
3/15/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re PAGA approval motion
3/16/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re client declaration
3/16/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re settlement administration
3/16/22	Daniel Keller	Junior Att with 1.5 years Exp.	Draft Declaration	\$381.00	0.3	\$114.30	Shamrock Foods	drafted client declaration ISO PAGA approval
3/16/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	email re PAGA approval motion
3/16/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re PAGA approval motion hearing date
3/16/22	Daniel Keller	Junior Att with 1.5 years Exp.	Phone call	\$381.00	0.1	\$38.10	Shamrock Foods	re costs
3/16/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re PAGA settlement
3/16/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re PAGA settlement
3/16/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re PAGA settlement
3/16/22	Daniel Keller	Junior Att with 1.5 years Exp.	Email	\$381.00	0.1	\$38.10	Shamrock Foods	re costs
1/5/21	Sean Mallison	Senior Part. with 25 years Exp.	Complaint	\$919.00	0.7	\$643.30	Shamrock Foods	Composition of complaint

4/8/21	Stan Mallison	Senior Part. with 25 years Exp.	Complaint	\$919.00	7.3	\$6,708.70	Shamrock Foods	Composition fo amended complaint and complaint
4/12/21	Stan Mallison	Senior Part. with 25 years Exp.	Complaint	\$919.00	1.5	\$1,378.50	Shamrock Foods	
4/16/21	Stan Mallison	Senior Part. with 25 years Exp.	Litigation Strategy Discussion	\$919.00	2.2	\$2,021.80	Shamrock Foods	Review complaint amendment strategy - various calls; LG and HM
9/16/21	Stan Mallison	Senior Part. with 25 years Exp.	Litigation Strategy Discussion	\$919.00	0.8	\$735.20	Shamrock Foods	comm with def couples; lit strategy with DK
10/12/21	Stan Mallison	Senior Part. with 25 years Exp.	Mediation Status Review	\$919.00	2.4	\$2,205.60	Shamrock Foods	prep and discuss with co-counsel RE: doc review; discuss with expert ; review of discovery for mediation with expert
10/13/21	Stan Mallison	Senior Part. with 25 years Exp.	Discovery	\$919.00	2	\$1,838.00	Shamrock Foods	Discussions with Def counsel and expert - review of data produced
10/28/21	Stan Mallison	Senior Part. with 25 years Exp.	Discovery	\$919.00	0.7	\$643.30	Shamrock Foods	review of discovery requested and discussion with DK; disc with HM; review and edit correspondence with def counsel; consult with expert
11/9/21	Stan Mallison	Senior Part. with 25 years Exp.	Discussion	\$919.00	0.5	\$459.50	Shamrock Foods	disc with Aaron wolfson; litigation strategy with Assoc.; document review
12/23/21	Stan Mallison	Senior Part. with 25 years Exp.	Discovery	\$919.00	1	\$919.00	Shamrock Foods	
12/23/21	Stan Mallison	Senior Part. with 25 years Exp.	Discovery	\$919.00	2.2	\$2,021.80	Shamrock Foods	discovery review with expert Aaron Wolfson
1/3/22	Stan Mallison	Senior Part. with 25 years Exp.	Damage Model	\$919.00	6.5	\$5,973.50	Shamrock Foods	damage modeling and prep for mediation
1/4/22	Stan Mallison	Senior Part. with 25 years Exp.	Mediation	\$919.00	8.5	\$7,811.50	Shamrock Foods	prep and attend settlement conference/post settlement issues
4/13/21	Hector Martinez	Senior Part. with 22 years Exp.	Motion to Amend	\$919.00	1.5	\$1,378.50	Shamrock Foods	Review and edit motion to amend. Calls with Heather and SM.

5/20/21	Hector Martinez	Senior Part. with 22 years Exp.	Litigation Strategy Discussion	\$919.00	0.3	\$275.70	Shamrock Foods	Call with LG.
9/8/21	Hector Martinez	Senior Part. with 22 years Exp.	Draft Discovery Requests	\$919.00	1.6	\$1,470.40	Shamrock Foods	Review RPD and SROGS. Review file. Discussions with DL and SM.
4/14/22	Hector Martinez	Senior Part. with 22 years Exp.	Case Review	\$919.00	0.3	\$275.70	Shamrock Foods	Case review
4/19/22	Hector Martinez	Senior Part. with 22 years Exp.	Settlement	\$919.00	3.2	\$2,940.80	Shamrock Foods	Review settlement related emails and documents.
				6.9	\$6,341.10			
5/16/22	Gonzalo Quezada	Junior Att with 1 year Exp.	Conference Call	\$381.00	0.1	\$38.10	Shamrock Foods	w/ tania re. case details
12/23/19	Angelica Rodriguez	Certified Paralegal	Email	\$208.00	0.2	\$41.60	Shamrock Foods	Email Retainer Agreement to James Morton
12/23/19	Angelica Rodriguez	Certified Paralegal	Email	\$208.00	0.2	\$41.60	Shamrock Foods	Sent email with Retainer Agreement to Glenn Fite
12/23/19	Angelica Rodriguez	Certified Paralegal	Created Account	\$208.00	0.2	\$41.60	Shamrock Foods	Create Folder on CG and Mycase
1/6/20	Angelica Rodriguez	Certified Paralegal	Communicating w/ Client	\$208.00	0.1	\$20.80	Shamrock Foods	Email to Glenn and text message to James Morton
1/6/20	Angelica Rodriguez	Certified Paralegal	Communicating w/ Client	\$208.00	0.4	\$83.20	Shamrock Foods	Spoke to HM about case. & called Glenn with HM to discuss case.
1/6/20	Angelica Rodriguez	Certified Paralegal	Call to prospective client	\$208.00	0.1	\$20.80	Shamrock Foods	call to James Morton, but no answer
1/7/20	Angelica Rodriguez	Certified Paralegal	Case Review	\$208.00	0.4	\$83.20	Shamrock Foods	Calendared LC 226 Request D/Ls, called James Morton (no answer), and asked Marbeya about DS Counsel contact

1/7/20	Angelica Rodriguez	Certified Paralegal	Call from Client	\$208.00	0.1	\$20.80	Shamrock Foods	Call from Glenn File re: documentation that he found
1/7/20	Angelica Rodriguez	Certified Paralegal	Saved Documents	\$208.00	0.1	\$20.80	Shamrock Foods	Saved Document on CG
2/5/20	Angelica Rodriguez	Certified Paralegal	Case Review	\$208.00	0.3	\$62.40	Shamrock Foods	Review emails and case status
2/12/20	Angelica Rodriguez	Certified Paralegal	Update Case Notes	\$208.00	0.2	\$41.60	Shamrock Foods	Review Email and Update OPC Contact
4/27/20	Angelica Rodriguez	Certified Paralegal	Intake	\$208.00	4	\$832.00	Shamrock Foods	Prepare for Intake w/ Glenn File, conduct intake, organize notes, communicate w/ LG
5/29/20	Angelica Rodriguez	Certified Paralegal	Communicate w/ Attorney	\$208.00	0.1	\$20.80	Shamrock Foods	Spoke about next steps w/ LG
6/1/20	Angelica Rodriguez	Certified Paralegal	Communicate w/ Paralegal	\$208.00	0.2	\$41.60	Shamrock Foods	call from Rocio
7/6/20	Angelica Rodriguez	Certified Paralegal	Call w/ attorney(s)	\$208.00	0.4	\$83.20	Shamrock Foods	Call from HM re: case (more specifically PAGA Letter DRAFT); further discussed w/ LS & LG, and sent follow up email to LS & HM
7/20/20	Angelica Rodriguez	Certified Paralegal	Email	\$208.00	0.2	\$41.60	Shamrock Foods	Check status of case; send Email to HM re: PAGA Letter Draft
9/10/20	Angelica Rodriguez	Certified Paralegal	Communicate w/ Attorney	\$208.00	0.1	\$20.80	Shamrock Foods	Further communicate w/ HM about PAGA Letter
9/14/20	Angelica Rodriguez	Certified Paralegal	Email	\$208.00	0.1	\$20.80	Shamrock Foods	Email & message to LG & SM re: PAGA Letter
9/16/20	Angelica Rodriguez	Certified Paralegal	Communicate w/ Attorney	\$208.00	0.2	\$41.60	Shamrock Foods	Communicate w/ LG re: upcoming steps
9/18/20	Angelica Rodriguez	Certified Paralegal	PAGA Notice	\$208.00	2.2	\$457.60	Shamrock Foods	File PAGA letter, service via certified mail; communicate w/ LG
9/21/20	Angelica Rodriguez	Certified Paralegal	Email	\$208.00	0.3	\$62.40	Shamrock Foods	Email PAGA letter to OPC Sommer
9/21/20	Angelica Rodriguez	Certified Paralegal	Email	\$208.00	0.4	\$83.20	Shamrock Foods	Email Marbeyia re: LWDA Payment

1/16/20	Angelica Rodriguez	Certified Paralegal	Review Email	\$208.00	0.4	\$83.20	Shamrock Foods	Review emails and case status
12/3/20	Angelica Rodriguez	Certified Paralegal	Communicate w/ Attorney	\$208.00	0.7	\$145.60	Shamrock Foods	Communicate w/ LG re: questions to ask client Glenn; review email and arbitration agreement; call to client Glenn, follow up thru email to update LG and partners on call w/ Glenn; further communicate w/ Glenn;
12/8/20	Angelica Rodriguez	Certified Paralegal	Communicate w/ Attorney	\$208.00	0.1	\$20.80	Shamrock Foods	Communicate w/ LG re: case strategy
1/5/21	Angelica Rodriguez	Certified Paralegal	Filing	\$208.00	2.2	\$457.60	Shamrock Foods	communicate w/ LG Filing complaint, draft Civil Case Coversheet, review FLSA Opt in Form; communicate w/ LG
1/6/21	Angelica Rodriguez	Certified Paralegal	Call to Client	\$208.00	0.3	\$62.40	Shamrock Foods	Call to client, finalize Opt-in form
2/8/21	Angelica Rodriguez	Certified Paralegal	Service	\$208.00	0.3	\$62.40	Shamrock Foods	Update Waiver of Service of Summons, send to LG for updates
4/12/21	Angelica Rodriguez	Certified Paralegal	Filing	\$208.00	2	\$416.00	Shamrock Foods	Prepare Exhibits for Filing FAC, communicate w/ LG, Prepare POS and service email, file FAC, Further communicate w/ LG, call to court clerk and leave VM, follow up w/ LG
4/12/21	Angelica Rodriguez	Certified Paralegal	Saved Documents	\$208.00	0.2	\$41.60	Shamrock Foods	Saved Glenn's file on CG
4/13/21	Angelica Rodriguez	Certified Paralegal	Call to Court Clerk	\$208.00	0.3	\$62.40	Shamrock Foods	Call to Court clerk to inquire about Hearing availability and minute order; followed up twice but no answer, review minute order again to try to resolve issue
4/14/21	Angelica Rodriguez	Certified Paralegal	Communicate w/ Attorney	\$208.00	1	\$208.00	Shamrock Foods	Call to Court Clerk re: Hearing for Mtn to Leave; Look at LR and FRCP recls; Communicate w/ LG; draft and send email to court clerk for clarification, further communicate w/ LG

4/14/21	Angelica Rodriguez	Certified Paralegal	Filing	\$208.00	0.8	\$166.40	Shamrock Foods	Per email from court clerk, updated slip and order w/ court's availability, filed and sent word docx version to court clerk
					18.8	\$3,910.40		

EXHIBIT 2

Billing Date	Cost Name	Amount	Description
9/21/20	PAGA Filing Fee	\$75.00	Initial Case PAGA Filing Fee
1/5/21	Filing Fee	\$402.00	Initial Case Filing Fee for the Eastern District Court of California
11/11/21	Aaron Woolfson Expert Fee	\$187.50	Review data, discuss.
1/2/22	Aaron Woolfson Expert Fee	\$625.00	establish framework for database structuring
1/2/22	Aaron Woolfson Expert Fee	\$1,625.00	bring in data, import, OCR encode, determine the output
5/1/22	Aaron Woolfson Expert Fee	\$1,717.50	layers, build SQL database, workdata, dbo.workstudy
5/15/22	Aaron Woolfson Expert Fee	\$1,000.00	02/14/22-04/30/22 finalization of data and damage modeling.
	Total	\$5,632.00	Finalization of data.