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Attorneys for Plaintiff
DANIEL FRANCO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

DANIEL FRANCO, an individual, for the real
party in interest, the State of California

Plaintiff,

v.

KINGS & CONVICTS BP LLC.; and DOES
1 through 50,

Defendants.

Case No. 37-2021-00004476-CU-OE-CTL

Judge: Hon. Gregory W. Pollack
Dept.: C-71

**DECLARATION OF ALEX ASIL MASHIRI
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED EX PARTE NOTICE AND EX
PARTE APPLICATION FOR APPROVAL
OF PAGA SETTLEMENT**

Judge: Hon. Gregory W Pollack
Dept.: C-71
Date: January 31, 2022
Time: 8:30 a.m.

DECLARATION OF ALEX ASIL MASHIRI

I, Alex Asil Mashiri, declare and state as follows:

1. I am an attorney duly licensed to practice law before all of the courts of the State of California.

2. My co-counsel, Mr. Tamim Jami, and I, represent Plaintiff Daniel Franco (“Plaintiff”) in the above referenced case which was filed against Defendant Kings & Convicts BP LLC (“Defendant”).

3. I am familiar with the facts and proceedings of this case and if called as a witness, I could and would competently testify to the following facts on my own personal knowledge.

4. This declaration is submitted in support of PLAINTIFF’S UNOPPOSED EX PARTE NOTICE AND EX PARTE APPLICATION FOR APPROVAL OF PAGA SETTLEMENT.

5. I was sworn in to practice in the State of California in June 2012, and received my Juris Doctor from Thomas Jefferson School of Law, Magna Cum Laude, where I received a Dean’s Scholarship.

6. During law school, I externed with Associate Justice Judith L. Haller at the California Court of Appeal, Fourth District, Division One, and with Judges Robert J. Kearney and Runston Maino at the Superior Court of the State of California, County of San Diego.

7. Since becoming an attorney, I have filed and litigated a substantial number of civil cases both in federal and state court, including class action and representative cases, in the area of employment and consumer law.

8. I have personally represented thousands of individuals in several class and representative actions (Private Attorneys General Act) prosecuting wage and hour claims as well as consumer claims. In seven of those cases, I was able to secure class certification and final approval. (*Diego vs. JMS Properties LLC*, San Diego Superior Court Case No. 37-2013-00056177-CU-OE-CTL; *Medina v. vs. Mission Hills Health Care Inc.*, San Diego Superior Court Case No. 37-2014-00018988-CU-OE-CTL; *Haji v. be.group*, San Diego Superior Court Case No. 37-2017-00025918-CU-OE-CTL; *Gamberg v. Five Guys Operations LLC*, San Diego Superior Court Case No. 37-

1 2017-00040515-CU-OE-CTL; *Lizarraga v. Europa Auto Imports Inc.*, San Diego Superior Court
2 Case No. 37-2018-00058131-CU-OE-CTL; *Ortiz v. Caraustar Industries, Inc.*, San Bernardino
3 Superior Court Case No. CIV-DS1910308; *Campbell v. Fortunebuilders Inc.*, San Diego Superior
4 Court Case No. 37-2019-00035583-CU-OE-CTL. Additionally, I was appointed class counsel in
5 federal court on a contested motion for class certification. (*Magallon v. Vital Recovery Services,*
6 *LLC.* (S.D.Cal. Mar.15, 2018) 2018 WL 1336291, Case No. 16-CV-02971-JAH-BLM.) The
7 United States District Court for the Southern District of California in *Magallon* subsequently
8 granted final approval of the class action settlement.

9 9. My practice is limited almost exclusively to litigation focusing on the
10 representation of employees in wage and hour and consumer class-action matters, although I do
11 handle a small amount of personal injury and other individual consumer matters.

12 10. My hourly rate in this case is \$475.00. My rate of \$475.00 per hour was approved
13 last year in *White v. Wal-Mart Inc.*, San Diego Superior Court Case No. 37-2018-00059628-CU-
14 OE-CTL. The rates charged by knowledgeable and experienced attorneys in the field of
15 employment law in San Diego County, generally range from approximately \$400 per hour at the
16 low end of the scale to approximately \$895 per hour at the high end of the scale for an attorney of
17 my skill and experience. My hourly rate of \$475.00 is at the low end of the prevailing hourly rates
18 and consistent with noted sources, such as the Westlaw Court Express' Legal Billing Report,
19 Volume 17, Number 3, California Region for Dec. 2015, indicating that the law firms' ordinary
20 hourly rates for attorneys with 4 to 9 years' experience are anywhere between \$390 to \$825. A true
21 and correct copy of the Report is attached hereto as **Exhibit 1**. My rate is also much lower than the
22 2020-2021 Laffey Matrix, which indicates an hourly rate of \$672 for attorneys with 8 to 10 years'
23 of experience. A true and correct copy of the Laffey Matrix is attached hereto as **Exhibit 2**. Since
24 most plaintiffs cannot pay for my services on an hourly basis, I represent virtually all of my wage
25 and hour employment clients (plaintiffs) on a contingency fee basis. Pursuant to this arrangement,
26 I am not compensated for my time unless and until I prevail at trial or successfully settle my
27 client's case. Because I am taking the risk that I will not be reimbursed for my time and expenses
28 incurred unless my client settles or wins his or her case, I generally cannot afford to represent

clients for less than my hourly rate.

11. I spent in excess of 80 hours on this case which includes, but is not limited to, preparing and reviewing the pleadings, reviewing and analyzing Plaintiff's payroll records and employment file, meetings and conference calls with my co-counsel, Mr. Jami, regarding the factual and legal issues in this case, conducting legal research as to the claims in dispute, drafting (but not serving) written discovery, assisting in drafting the brief for the informal discovery conference, preparing for and attending mediation including assisting Mr. Jami in drafting the mediation brief, drafting, revising and reviewing the PAGA settlement agreement, preparing and filing the ex parte application for PAGA settlement approval and all supporting documents, setting up the administration for distribution of the PAGA penalties, among many other tasks. The time I spent on this case was necessary—separate and apart—from the time Mr. Jami spent on this case.

12. I, together with Mr. Jami, undertook the representation of Plaintiff in this litigation at great financial risk, because I believed that Plaintiff, and other aggrieved employees, had been wronged and their rights under the wage and hour laws of this state had been violated.

13. Mr. Jami's office requested Plaintiff's employment/personnel file from Defendant. In response, Defendant produced records including, among other things, wage statements and time records for Plaintiff. Mr. Jami and I, reviewed these documents and conducted a detailed analysis of Plaintiff's wage and hour claims. My office also conducted legal research on the various potential legal issues.

14. My office assisted Mr. Jami's office in drafting Plaintiff's complaint under the PAGA. The complaint was filed on January 29, 2021 and alleged representative claims for civil penalties under the PAGA for (1) violation of Labor Code sections 510 and 1194; (2) violation of Labor Code section 246; (3) violation of Labor Code sections 233 and 234; (4) violation of Labor Code section 227.3; (5) violation of Labor Code section 226(a)(1); (6) violation of Labor Code section 226(a)(5); (7) violation of Labor Code section 226(a)(9); (8) violation of Labor Code section 226(a); (9) violation of Labor Code sections 512, 226.7 and the IWC Wage Order; (10) violation of Labor Code section 226.7 and the IWC Wage Order; (11) violation of Labor Code section 204; (12) violation of Labor Code sections 201, 202, and 203; and (13) violation of Labor

1 Code section 1197 and the applicable IWC Wage Order.

2 15. After service of the complaint, the Parties, through counsel, engaged in several
3 discussions regarding the claims in this case. While the Parties tentatively agreed to attend a
4 mediation, they disagreed as to the scope of this action. Defendant contended that the scope of this
5 action is limited to those employees who worked at the location where Plaintiff was employed and
6 in the same position. Plaintiff contended that the scope of this action is broader and encompasses
7 all non-employees who suffered from at least of one of the alleged Labor Code violation within the
8 applicable period. To resolve the dispute before mediation, the Parties presented the issue via
9 briefing at an informal discovery conference before the Court on May 6, 2021. The Court opined
10 that the scope of this action is not limited to the same location of or similar position as Plaintiff but
11 rather to the entirety of Defendant's non-exempt employees and locations throughout California.
12 After considering the Court's informal opinion, the Parties agreed to exchange comprehensive
13 employee records and attend a mediation.

14 16. On September 8, 2021, after considering the Court's view, the Parties attended a
15 full day mediation with Mr. Jeffrey Krivis, Esq., a well-regarded mediator of complex class and
16 representative wage and hour actions.

17 17. While the case did not settle on the day of the September 8, 2021 mediation, the
18 Parties were able to continue settlement discussions with the assistance of Mr. Krivis and ultimately
19 reached a proposed settlement in the gross amount of \$225,000.00 in the days that followed. From
20 that amount, \$210,000 was for the PAGA settlement and \$15,000 was for Plaintiff's individual
21 settlement.

22 18. Prior to negotiating a settlement at the mediation, my office, together with Mr.
23 Jami's office, conducted a thorough investigation into the facts and claims in this case and
24 conducted extensive legal research as to the claims and applicable laws, including attending an
25 informal discovery conference regarding the scope of this case.

26 19. Additionally, prior to mediation, Defendant provided a Sample Set of
27 approximately 56 randomly selected employees who have worked for Defendant throughout
28 California. These payroll records were produced by way of PDF documents, consisting of

1 thousands of documents, which we had to manually go through in detail in order to analyze, assess,
2 audit, and evaluate for purposes of the mediation. Using the information in the PDF documents,
3 Mr. Jami created an Excel spreadsheet outlining the systemic violations, resulting claims, and civil
4 penalty exposure in preparation of the Parties' September 8, 2021 mediation. Mr. Jami and I, also
5 provided a detailed mediation brief to Mr. Krivis' office.

6 20. The Parties subsequently entered into a long-form settlement agreement
7 ("Settlement Agreement") outlining the terms of the Parties' agreement. A copy of the Settlement
8 Agreement is attached herewith as **Exhibit 3**. A copy of the Settlement Agreement was provided
9 by Mr. Jami's office to the LWDA on November 22, 2021.

10 21. The proposed gross settlement amount is \$210,000.00. The proposed PAGA civil
11 penalties are \$111,581.65 of which 75% (or \$83,686.24) will be paid to the LWDA and the
12 remaining 25% (or \$27,895.41) will be allocated to the approximately 556 PAGA Represented
13 Employees. Of the remaining balance, \$9,768.35 will be allocated towards litigation costs incurred
14 in this case, \$4,650 will be allocated towards the Settlement Administrator's costs, and the
15 remaining amount of \$84,000 will be allocated towards Plaintiff's attorneys' fees incurred as a
16 result of the PAGA lawsuit.

17 22. Based on my professional experience in handling wage and hour PAGA
18 representative and class action matters, the circumstances of this case, and the tremendous work
19 performed, I find the proposed PAGA settlement to be an above average result and to be a fair,
20 reasonable, and adequate.

21 23. I have incurred the following costs:

22	File Set Up Fee & Materials	\$75.00
23	Service of Process	\$120.00
24	CourtCall Costs	\$95.00
	Total Costs:	\$355.00

25 24. My office charges an initial set up fee of \$75.00 for every case we sign up.

26 25. The requested amount for costs is conservative as I incurred additional costs—for
27 which I am not seeking reimbursement—for things like travel expenses, mailing, and
28 telephone/facsimile expenses.

1 26. In sum, my office incurred \$355.00 in costs and Mr. Jami's office incurred
2 \$9,413.35 in costs. The total cost incurred in this case are \$9,768.35. The costs incurred are
3 ordinary and necessary.

4 Except as to those matters made upon information and belief, I declare under penalty of
5 perjury under the laws of the State of California that the foregoing is true and correct.

6 Executed on January 5, 2022 at San Diego, California.

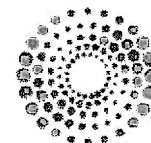
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9 ALEX ASIL MASHIRI, DECLARANT
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EXHIBIT 1

LEGAL BILLING REPORT

By Region. By Firm

Volume 17, Number 3
December 2015



THOMSON REUTERS

California Region

Firm **Snell & Wilmer**

Firm Size: 419 Firm Rank 104

Court Name Arizona
Case Name Xhibit Corp., et al.,
Case Number 2:15-bk-00679-BKM

For fee applications
1/22/2015 through 9/11/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Eric S. Pezold	Partner	CA	2004	2004	\$520	0.10	\$52.00
Total:						<u>0.10</u>	<u>\$52.00</u>

Firm **Klee, Tuchin, Bogdanoff & Stern, LLP**

Firm Size: 19 Firm Rank 0

Court Name California Central
Case Name State Fish Co., Inc
Case Number 2:15-bk-11084-SK

For fee applications
6/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Kenneth Klee	Partner	CA	1974	1975	\$1,300	0.20	\$260.00
David Stern	Partner	CA	1975	1975	\$1,080	189.50	\$204,660.00
Michael Tuchin	Partner	CA	1990	1990	\$1,080	137.10	\$148,068.00
Maria Scountas Argiropoulos	Partner	CA	2006	2006	\$675	25.20	\$17,010.00
Colleen M. Keating	Counsel	CA	2008	2008	\$650	111.20	\$72,280.00
Jonathan M. Weiss	Associate	CA	2012	2012	\$475	525.00	\$249,375.00
Kathryn T. Zwicker	Associate	CA	1986	1986	\$440	9.50	\$4,180.00
Sasha M. Gurvitz	Associate	CA	2014	2014	\$395	40.80	\$16,116.00
Total:						<u>1038.50</u>	<u>\$711,949.00</u>

Firm **Bracewell & Giuliani LLP**

Firm Size: 422 Firm Rank 103

Court Name Delaware
Case Name Optim Energy, LLC, et al,
Case Number 14-10262 (BLS)

For fee applications
2/12/2014 through 10/15/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Joe R. Hull	Partner	CA	1969	1969	\$790	0.60	\$474.00
Total:						<u>0.60</u>	<u>\$474.00</u>

Firm **Brown Rudnick LLP**

Firm Size: 184 Firm Rank 211

Court Name Delaware
Case Name Corinthian Colleges Inc.
Case Number 15-10952 (KJC)

For fee applications
5/4/2015 through 9/21/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Ronald Rus	Partner	CA	1975	1975	\$880	1.50	\$1,320.00
Lauren E. Curry	Partner	CA	2010	2010	\$730	78.90	\$57,597.00
Total:						<u>80.40</u>	<u>\$58,917.00</u>

California Region

Firm Cooley LLP

Firm Size: 613 Firm Rank 63

Court Name Delaware

For fee applications

Case Name RS Legacy Corporation

6/1/2015 through 10/7/2015

Case Number 15-10197 (BLS)

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Seth A. Raffin	Partner	CA	1998	1998	\$810	0.50	\$405.00
Janet D. Gertz	Associate	CA	2004	2004	\$755	14.60	\$11,023.00
Shannon L. Sorrells	Associate	CA	2011	2011	\$595	2.80	\$1,666.00
Total:						<u>17.90</u>	<u>\$13,094.00</u>

Firm Gibson Dunn & Crutcher, LLP

Firm Size: 1039 Firm Rank 21

Court Name Delaware

For fee applications

Case Name ENERGY FUTURE HOLDINGS CORP

8/1/2015 through 8/31/2015

Case Number 14-10979 (CSS)

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Matthew Bouslog	Associate	CA	2011	2011	\$625	5.10	\$3,187.50
Total:						<u>5.10</u>	<u>\$3,187.50</u>

Firm Kirkland & Ellis LLP

Firm Size: 1442 Firm Rank 13

Court Name Delaware

For fee applications

Case Name ENERGY FUTURE HOLDINGS CORP

8/1/2015 through 8/31/2015

Case Number 14-10979 (CSS)

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Mike Beinus	Partner	CA	1999	1999	\$1,220	3.10	\$3,782.00
Mark E. McKane	Partner	CA	1997	1997	\$1,025	198.50	\$203,462.50
Christopher Keegan	Partner	CA	2002	2002	\$855	75.50	\$64,552.50
Michael Esser	Associate	CA	2009	2009	\$825	213.40	\$176,055.00
Alexander Davis	Associate	CA	2012	2012	\$710	192.60	\$136,746.00
Justin Sowa	Associate	CA	2013	2013	\$710	199.70	\$141,787.00
Austin Klar	Associate	CA	2013	2013	\$635	35.00	\$22,225.00
Sarah Stock	Associate	CA	2013	2013	\$635	121.60	\$77,216.00
Anna Terteryan	Associate	CA	2014	2014	\$555	241.80	\$134,199.00
James Barolo	Associate	CA	2014	2014	\$555	108.60	\$60,273.00
Kevin Chang	Associate	CA	2014	2014	\$555	170.80	\$94,794.00
Total:						<u>1560.60</u>	<u>\$1,115,092.00</u>

California Region

Firm **Klee, Tuchin, Bogdanoff & Stern, LLP**

Firm Size: 19 Firm Rank 0

Court Name Delaware

Case Name SEAL123, INC., et al.

Case Number 15-10081 (CSS)

For fee applications

7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Lee Bogdanoff	Partner	CA	1985	1985	\$1,080	7.30	\$7,884.00
Michael Tuchin	Partner	CA	1990	1990	\$1,080	37.10	\$40,068.00
David Fidler	Partner	CA	1997	1998	\$850	12.70	\$10,795.00
Robert J. Pfister	Partner	CA	2001	2001	\$795	0.20	\$159.00
David M. Guess	Partner	CA	2005	2005	\$695	67.30	\$46,773.50
Maria Sountas Argiropoulos	Partner	CA	2006	2006	\$675	1.70	\$1,147.50
Justin D. Yi	Partner	CA	2009	2009	\$625	0.80	\$500.00
Jonathan M. Weiss	Associate	CA	2012	2012	\$475	34.70	\$16,482.50
Kathryn T. Zwicker	Associate	CA	1986	1986	\$440	12.40	\$5,456.00
Total:						<u>174.20</u>	<u>\$129,265.50</u>

Firm **Morrison & Foerster LLP**

Firm Size: 1025 Firm Rank 22

Court Name Delaware

Case Name ENERGY FUTURE HOLDINGS CORP

Case Number 14-10979 (CSS)

For fee applications

8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Clara Lim	Associate	CA	2012	2012	\$635	39.80	\$25,273.00
Chika Arakawa	Associate	CA	2013	2013	\$495	8.30	\$4,108.50
Total:						<u>48.10</u>	<u>\$29,381.50</u>

California Region

Firm **Munger Tolles & Olson LLC**

Firm Size: 181 Firm Rank 216

Court Name Delaware

Case Name ENERGY FUTURE HOLDINGS CORP

Case Number 14-10979 (CSS)

For fee applications

8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
John W. Spiegel	Partner	CA	1977	1977	\$1,065	36.30	\$38,659.50
Thomas B. Walper	Partner	CA	1980	1980	\$1,065	184.05	\$196,013.25
Stephen D. Rose	Partner	CA	1991	1991	\$960	29.20	\$28,032.00
Todd J. Rosen	Partner	CA	1999	1999	\$875	53.20	\$46,550.00
Jay M. Fujitani	Partner	CA	1984	1984	\$830	92.50	\$76,775.00
Kevin S. Allred	Partner	CA	1986	1986	\$830	94.50	\$78,435.00
Seth Goldman	Partner	CA	2002	2002	\$750	154.70	\$116,025.00
Bradley R. Schneider	Of Counsel	CA	2004	2004	\$680	115.10	\$78,268.00
Emily A. Bussigel	Associate	CA	2010	2010	\$635	184.80	\$117,348.00
Sam Greenberg	Associate	CA	2010	2010	\$615	61.70	\$37,945.50
Alex D. Terepka	Associate	CA	2012	2012	\$510	89.40	\$45,594.00
Andrea M. Weintraub	Associate	CA	2013	2013	\$510	68.30	\$34,833.00
Sara N. Taylor	Associate	CA	2012	2012	\$510	70.40	\$35,904.00
Peter E. Boos	Associate	CA	2014	2014	\$395	11.40	\$4,503.00
Total:						<u>1245.55</u>	<u>\$934,885.25</u>

Firm **O'Melveny & Myers LLP**

Firm Size: 1193 Firm Rank 16

Court Name Delaware

Case Name Colt Holding Company

Case Number 15-11296 (LSS)

For fee applications

8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
John-Paul Motley	Partner	CA	1999	1999	\$930	6.70	\$6,231.00
Sarah Hoffner	Counsel	CA	2004	2004	\$755	11.20	\$8,456.00
Jeeho Lee	Counsel	CA	2007	2007	\$745	5.00	\$3,725.00
Joannah Caneda	Associate	CA	2015	2015	\$460	4.90	\$2,254.00
Christopher Martin	Associate	CA	2014	2014	\$415	1.20	\$498.00
Joseph Zujkowski	Counsel	CA	2008	2008	\$390	183.60	\$71,604.00
Total:						<u>212.60</u>	<u>\$92,768.00</u>

California Region

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

Court Name: Delaware
Case Name: DDMG Estate
Case Number: 12-12568(BLS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Debra I. Grassgreen	Partner	CA	1991	1994	\$925	1.30	\$1,202.50
William Ramseyer	Of Counsel	CA	1980	1980	\$650	1.10	\$715.00
Total:						<u>2.40</u>	<u>\$1,917.50</u>

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

Court Name: Delaware
Case Name: ICL Holdings Company, INC
Case Number: 12-13319

For fee applications
6/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
William L. Ramseyer	Of Counsel	CA	1980	1980	\$650	7.60	\$4,940.00
Total:						<u>7.60</u>	<u>\$4,940.00</u>

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

Court Name: Delaware
Case Name: NE OPCO Inc
Case Number: 1:13-BK-11483

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Andrew W. Caine	Partner	CA	1983	1983	\$925	0.20	\$185.00
William L. Ramseyer	Of Counsel	CA	1980	1980	\$650	1.30	\$845.00
William Ramseyer	Of Counsel	CA	1980	1980	\$650	2.10	\$1,365.00
Total:						<u>3.60</u>	<u>\$2,395.00</u>

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank: 0

Court Name: Delaware
Case Name: SEAL123, INC., et al.
Case Number: 15-10081 (CSS)

For fee applications
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Andrew W. Caine	Of Counsel	CA	1983	1983	\$925	0.40	\$370.00
Jeffrey Pomerantz	Partner	CA	1989	1989	\$895	0.90	\$805.50
Shirley S. Cho	Of Counsel	CA	1997	1997	\$750	13.10	\$9,825.00
Total:						<u>14.40</u>	<u>\$11,000.50</u>

California Region

Firm **Pachulski Stang Ziehl Young Jones & Wei**

Firm Size: 55 Firm Rank 0

Court Name Delaware
Case Name SS Body Armor I, INC
Case Number 10-11255-(PJW)

For fee applications
9/1/2014 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Alan J. Kornfeld	Partner	CA	1987	1987	\$925	8.90	\$8,232.50
Andrew Caine	Of Counsel	CA	1983	1983	\$895	0.20	\$179.00
David J. Barton	Partner	CA	1981	1981	\$850	0.30	\$255.00
David M. Bertenthal	Partner	CA	1989	1993	\$850	10.00	\$8,500.00
Maxim B. Litvak	Partner	CA	2001	2001	\$775	1.70	\$1,317.50
Joshua M. Fried	Partner	CA	2006	2006	\$725	2.80	\$2,030.00
Jonathan Kim	Of Counsel	CA	1995	1995	\$665	0.80	\$532.00
Elissa Wagner	Of Counsel	CA	2000	2001	\$625	46.60	\$29,125.00
William Ramseyer	Of Counsel	CA	1980	1980	\$625	2.40	\$1,500.00
Total:						<u>73.70</u>	<u>\$51,671.00</u>

Firm **Paul Hastings LLP**

Firm Size: 881 Firm Rank 30

Court Name Delaware
Case Name MolyCorp, Inc
Case Number 15-11357 (CSS)

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Leslie A. Plaskon	Partner	CA	1988	1988	\$1,150	111.10	\$127,765.00
Peter Burke	Partner	CA	1996	1996	\$975	3.90	\$3,802.50
Daniel C. Tola	Associate	CA	2013	2013	\$550	20.50	\$11,275.00
Kevin Kraft	Associate	CA	2014	2014	\$495	4.80	\$2,376.00
Total:						<u>140.30</u>	<u>\$145,218.50</u>

Firm **Paul Hastings LLP**

Firm Size: 881 Firm Rank 30

Court Name Delaware
Case Name SEAL123, INC., et al.
Case Number 15-10081 (CSS)

For fee applications
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Nancy L. Abell	Partner	CA	1979	1979	\$995	0.90	\$895.50
Stephen D. Cooke	Partner	CA	1985	1985	\$973	0.30	\$292.13
Total:						<u>1.20</u>	<u>\$1,187.63</u>

California Region

Firm Quinn Emanuel Urquhart & Sullivan, LLP

Firm Size: 647 Firm Rank 58

Court Name Delaware
Case Name RS Legacy Corporation
Case Number 15-10197 (BLS)

For fee applications
6/1/2015 through 10/7/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Benjamin Finestone	Partner	CA	2004	2005	\$840	11.20	\$9,408.00
Katherine Scherling	Associate	CA	2008	2010	\$735	211.50	\$155,452.50
Randa Osman	Partner	CA	1990	1990	\$695	47.20	\$32,804.00
Total:						<u>269.90</u>	<u>\$197,664.50</u>

Firm Robins Kaplan LLP

Firm Size: 250 Firm Rank 0

Court Name Delaware
Case Name Corinthian Colleges Inc
Case Number 15-10952 (KJC)

For fee applications
5/4/2015 through 9/21/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Roman M. Silberfeld	Partner	CA	1995	1995	\$810	5.70	\$4,617.00
Howard Weg	Partner	CA	2014	2014	\$795	60.30	\$47,938.50
David B. Shernano	Partner	CA	2014	2014	\$675	17.00	\$11,475.00
Scott F. Gautier	Partner	CA	2014	2014	\$675	452.00	\$305,100.00
James P. Menton, Jr.	Partner	CA	2014	2014	\$650	17.40	\$11,310.00
Cynthia C. Hernandez	Associate	CA	2009	2009	\$470	397.90	\$187,013.00
Lorie A. Ball	Associate	CA	2014	2014	\$450	568.10	\$255,645.00
Amy Churan	Partner	CA	2001	2001	\$420	18.10	\$7,602.00
Total:						<u>1536.50</u>	<u>\$830,700.50</u>

Firm Torys LLP

Firm Size: 236 Firm Rank 0

Court Name Delaware
Case Name Nortel Networks Inc.
Case Number 09-10138

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Sheila Block	Partner	CA	1974	1974	\$1,090	9.10	\$9,919.00
Adam Slavens	Associate	CA	2007	2007	\$775	163.00	\$126,325.00
Total:						<u>172.10</u>	<u>\$136,244.00</u>

California Region

Firm **Cooley LLP**

Firm Size: 613 Firm Rank 63

Court Name Virginia Eastern

Case Name Health Diagnostic Laboratory, Inc.

Case Number 15-32919-KRH

For fee applications

6/7/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Aarti G. Reddy	Associate	CA	2010	2010	\$655	11.20	\$7,336.00
Amanda B. Pacheco	Associate	CA	2013	2013	\$470	3.30	\$1,551.00
Total:						<u>14.50</u>	<u>\$8,887.00</u>

West Region

Firm **Faegre Baker Daniels LLP**

Firm Size: 750 Firm Rank: 0

Court Name Colorado
Case Name ROBERT D. MORDINI, JR.,
Case Number 11-15491-ABC

For fee applications
9/1/2013 through 11/18/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Michael K. Bolton	Partner	CO	2001	2001	\$540	0.50	\$270.00
Brandan K. Oliver	Associate	CO	2010	2010	\$295	3.50	\$1,032.50
Total:						<u>4.00</u>	<u>\$1,302.50</u>

Firm **Greenberg Traurig LLP**

Firm Size: 1699 Firm Rank: 9

Court Name Delaware
Case Name ATLS Acquisition LLC
Case Number 13-10262 (PJW)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Matthew L. Hinker	Associate	CO	2010	2010	\$635	2.30	\$1,460.50
Total:						<u>2.30</u>	<u>\$1,460.50</u>

Firm **O'Melveny & Myers LLP**

Firm Size: 1193 Firm Rank: 16

Court Name Delaware
Case Name Colt Holding Company
Case Number 15-11296 (LSS)

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Robert Blashek	Partner	CO	1977	1977	\$1,075	1.50	\$1,612.50
Peter Friedman	Partner	CO	1998	1998	\$935	107.00	\$100,045.00
Total:						<u>108.50</u>	<u>\$101,657.50</u>

Firm **Jenner & Block LLP**

Firm Size: 433 Firm Rank: 98

Court Name Alabama Northern
Case Name Walter Energy Inc
Case Number 15-02741-TOM11

For fee applications
7/15/2015 through 10/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Jarrell A. Cook	Associate	WA	2014	2014	\$460	10.00	\$4,600.00
Total:						<u>10.00</u>	<u>\$4,600.00</u>

West Region

Firm **Akin Gump Strauss Hauer & Feld LLP**

Firm Size: 790 Firm Rank 40

Court Name Delaware
Case Name Quicksilver Resources Inc
Case Number 15-10585(LSS)

For fee applications
7/1/2015 through 10/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Matthew W. Kinskey	Associate	WA	2014	2014	\$430	115.10	\$49,493.00
Total:						<u>115.10</u>	<u>\$49,493.00</u>

Firm **Bracewell & Giuliani LLP**

Firm Size: 422 Firm Rank 103

Court Name Delaware
Case Name Optim Energy, LLC, et al,
Case Number 14-10262 (BLS)

For fee applications
2/12/2014 through 10/15/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Nancy Jo Nelson	Partner	WA	1984	1984	\$975	28.60	\$27,885.00
Jacqueline Java	Counsel	WA	2000	2000	\$670	0.90	\$603.00
Jacqueline Java	Counsel	WA	2000	2000	\$650	54.50	\$35,432.63
Sandra Snyder	Associate	WA	2006	2006	\$529	106.80	\$56,583.71
Sandra Snyder	Associate	WA	2006	2006	\$520	2.30	\$1,196.00
Blake Urban	Associate	WA	2009	2009	\$481	5.10	\$2,455.50
Serena Rwejuna	Associate	WA	2013	2013	\$363	37.00	\$13,449.87
Total:						<u>235.20</u>	<u>\$137,605.71</u>

Firm **Foley & Lardner LLP**

Firm Size: 874 Firm Rank 31

Court Name Delaware
Case Name Universal Cooperatives Inc
Case Number 14-11187 (MFW)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Jack G. Haake	Associate	WA	2011	2011	\$315	12.40	\$3,906.00
Total:						<u>12.40</u>	<u>\$3,906.00</u>

Firm **Jones Day**

Firm Size: 2407 Firm Rank 3

Court Name Delaware
Case Name Molycorp, Inc
Case Number 15-11357 (CSS)

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Kent L. Killelea	Of Counsel	WA	1984	1984	\$750	5.30	\$3,975.00
Total:						<u>5.30</u>	<u>\$3,975.00</u>

California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	Kenneth Klee	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1974	CA	\$1,300	0.2	\$260.00
Partner	Mike Beinus	Kirkland & Ellis LLP	1999	1999	CA	\$1,220	3.1	\$3,782.00
Partner	Leslie A. Plaskon	Paul Hastings LLP	1988	1988	CA	\$1,150	111.1	\$127,765.00
Partner	Sheila Block	Torys LLP	1974	1974	CA	\$1,090	9.1	\$9,919.00
Partner	David Stern	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	\$1,080	189.5	\$204,660.00
Partner	Lee Bogdanoff	Klee, Tuchin, Bogdanoff & Stern, LLP	1985	1985	CA	\$1,080	7.3	\$7,884.00
Partner	Michael Tuchin	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	\$1,080	174.2	\$188,136.00
Partner	John W. Spiegel	Munger Tolles & Olson LLC	1977	1977	CA	\$1,065	36.3	\$38,659.50
Partner	Thomas B. Walper	Munger Tolles & Olson LLC	1980	1980	CA	\$1,065	184.05	\$196,013.25
Partner	Mark E. McKane	Kirkland & Ellis LLP	1997	1997	CA	\$1,025	198.5	\$203,462.50
Partner	Nancy L. Abell	Paul Hastings LLP	1979	1979	CA	\$995	0.9	\$895.50
Partner	Peter Burke	Paul Hastings LLP	1996	1996	CA	\$975	3.9	\$3,802.50
Partner	Stephen D. Cooke	Paul Hastings LLP	1985	1985	CA	\$973	0.3	\$292.13
Partner	Stephen D. Rose	Munger Tolles & Olson LLC	1991	1991	CA	\$960	29.2	\$28,032.00
Partner	John-Paul Motley	O'Melveny & Myers LLP	1999	1999	CA	\$930	6.7	\$6,231.00
Partner	Alan J. Kornfeld	Pachulski Stang Ziehl Young Jones & Weintraub	1987	1987	CA	\$925	8.9	\$8,232.50
Of Counsel	Andrew W. Caine	Pachulski Stang Ziehl Young Jones & Weintraub	1983	1983	CA	\$925	0.6	\$555.00
Partner	Debra I. Grassgreen	Pachulski Stang Ziehl Young Jones & Weintraub	1994	1991	CA	\$925	1.3	\$1,202.50
Of Counsel	Andrew Caine	Pachulski Stang Ziehl Young Jones & Weintraub	1983	1983	CA	\$895	0.2	\$179.00
Partner	Jeffrey Pomerantz	Pachulski Stang Ziehl Young Jones & Weintraub	1989	1989	CA	\$895	0.9	\$805.50
Partner	Ronald Rus	Brown Rudnick LLP	1975	1975	CA	\$880	1.5	\$1,320.00
Partner	Todd J. Rosen	Munger Tolles & Olson LLC	1999	1999	CA	\$875	53.2	\$46,550.00
Partner	Christopher Keegan	Kirkland & Ellis LLP	2002	2002	CA	\$855	75.5	\$64,552.50
Partner	David Fidler	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1997	CA	\$850	12.7	\$10,795.00
Partner	David J. Barton	Pachulski Stang Ziehl Young Jones & Weintraub	1981	1981	CA	\$850	0.3	\$255.00
Partner	David M. Bertenthal	Pachulski Stang Ziehl Young Jones & Weintraub	1993	1989	CA	\$850	10	\$8,500.00
Partner	Benjamin Finestone	Quinn Emanuel Urquhart & Sullivan, LLP	2005	2004	CA	\$840	11.2	\$9,408.00
Partner	Jay M. Fujitani	Munger Tolles & Olson LLC	1984	1984	CA	\$830	92.5	\$76,775.00
Partner	Kevin S. Allred	Munger Tolles & Olson LLC	1986	1986	CA	\$830	94.5	\$78,435.00
Associate	Michael Esser	Kirkland & Ellis LLP	2009	2009	CA	\$825	213.4	\$176,055.00
Partner	Roman M. Silberfeld	Robins Kaplan LLP	1995	1995	CA	\$810	5.7	\$4,617.00
Partner	Seth A. Raffin	Cooley LLP	1998	1998	CA	\$810	0.5	\$405.00
Partner	Howard Weg	Robins Kaplan LLP	2014	2014	CA	\$795	60.3	\$47,938.50
Partner	Robert J. Pfister	Klee, Tuchin, Bogdanoff & Stern, LLP	2001	2001	CA	\$795	0.2	\$159.00
Partner	Joe R. Hull	Bracewell & Giuliani LLP	1969	1969	CA	\$790	0.6	\$474.00
Associate	Adam Slavens	Torys LLP	2007	2007	CA	\$775	163	\$126,325.00
Partner	Maxim B. Litvak	Pachulski Stang Ziehl Young Jones & Weintraub	2001	2001	CA	\$775	1.7	\$1,317.50
Associate	Janet D. Gertz	Cooley LLP	2004	2004	CA	\$755	14.6	\$11,023.00
Counsel	Sarah Hoffner	O'Melveny & Myers LLP	2004	2004	CA	\$755	11.2	\$8,456.00
Partner	Seth Goldman	Munger Tolles & Olson LLC	2002	2002	CA	\$750	154.7	\$116,025.00
Of Counsel	Shirley S. Cho	Pachulski Stang Ziehl Young Jones & Weintraub	1997	1997	CA	\$750	13.1	\$9,825.00

California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Counsel	Jeeho Lee	O'Melveny & Myers LLP	2007	2007	CA	\$745	5	\$3,725.00
Associate	Katherine Scherling	Quinn Emanuel Urquhart & Sullivan, LLP	2010	2008	CA	\$735	211.5	\$155,452.50
Partner	Lauren E. Curry	Brown Rudnick LLP	2010	2010	CA	\$730	78.9	\$57,597.00
Partner	Joshua M. Fried	Pachulski Stang Ziehl Young Jones & Weintraub	2006	2006	CA	\$725	2.8	\$2,030.00
Associate	Alexander Davis	Kirkland & Ellis LLP	2012	2012	CA	\$710	192.6	\$136,746.00
Associate	Justin Sowa	Kirkland & Ellis LLP	2013	2013	CA	\$710	199.7	\$141,787.00
Partner	David M. Guess	Klee, Tuchin, Bogdanoff & Stern, LLP	2005	2005	CA	\$695	67.3	\$46,773.50
Partner	Randa Osman	Quinn Emanuel Urquhart & Sullivan, LLP	1990	1990	CA	\$695	47.2	\$32,804.00
Of Counsel	Bradley R. Schneider	Munger Tolles & Olson LLC	2004	2004	CA	\$680	115.1	\$78,268.00
Partner	David B. Shemano	Robins Kaplan LLP	2014	2014	CA	\$675	17	\$11,475.00
Partner	Maria Sountas Argiropoulos	Klee, Tuchin, Bogdanoff & Stern, LLP	2006	2006	CA	\$675	26.9	\$18,157.50
Partner	Scott F. Gautier	Robins Kaplan LLP	2014	2014	CA	\$675	452	\$305,100.00
Of Counsel	Jonathan Kim	Pachulski Stang Ziehl Young Jones & Weintraub	1995	1995	CA	\$665	0.8	\$532.00
Associate	Aarti G. Reddy	Cooley LLP	2010	2010	CA	\$655	11.2	\$7,336.00
Counsel	Colleen M. Keating	Klee, Tuchin, Bogdanoff & Stern, LLP	2008	2008	CA	\$650	111.2	\$72,280.00
Partner	James P. Menton, Jr.	Robins Kaplan LLP	2014	2014	CA	\$650	17.4	\$11,310.00
Of Counsel	William L. Ramseyer	Pachulski Stang Ziehl Young Jones & Weintraub	1980	1980	CA	\$650	8.9	\$5,785.00
Of Counsel	William Ramseyer	Pachulski Stang Ziehl Young Jones & Weintraub	1980	1980	CA	\$650	3.2	\$2,080.00
Associate	Austin Klar	Kirkland & Ellis LLP	2013	2013	CA	\$635	35	\$22,225.00
Associate	Clara Lim	Morrison & Foerster LLP	2012	2012	CA	\$635	39.8	\$25,273.00
Associate	Emily A. Bussigel	Munger Tolles & Olson LLC	2010	2010	CA	\$635	184.8	\$117,348.00
Associate	Sarah Stock	Kirkland & Ellis LLP	2013	2013	CA	\$635	121.6	\$77,216.00
Of Counsel	Elissa Wagner	Pachulski Stang Ziehl Young Jones & Weintraub	2001	2000	CA	\$625	46.6	\$29,125.00
Partner	Justin D. Yi	Klee, Tuchin, Bogdanoff & Stern, LLP	2009	2009	CA	\$625	0.8	\$500.00
Associate	Matthew Bouslog	Gibson Dunn & Crutcher, LLP	2011	2011	CA	\$625	5.1	\$3,187.50
Of Counsel	William Ramseyer	Pachulski Stang Ziehl Young Jones & Weintraub	1980	1980	CA	\$625	2.4	\$1,500.00
Associate	Sam Greenberg	Munger Tolles & Olson LLC	2010	2010	CA	\$615	61.7	\$37,945.50
Associate	Shannon L. Sorrells	Cooley LLP	2011	2011	CA	\$595	2.8	\$1,666.00
Associate	Anna Terteryan	Kirkland & Ellis LLP	2014	2014	CA	\$555	241.8	\$134,199.00
Associate	James Barolo	Kirkland & Ellis LLP	2014	2014	CA	\$555	108.6	\$60,273.00
Associate	Kevin Chang	Kirkland & Ellis LLP	2014	2014	CA	\$555	170.8	\$94,794.00
Associate	Daniel C. Tola	Paul Hastings LLP	2013	2013	CA	\$550	20.5	\$11,275.00
Partner	Eric S. Pezold	Snell & Wilmer	2004	2004	CA	\$520	0.1	\$52.00
Associate	Alex D. Terepka	Munger Tolles & Olson LLC	2012	2012	CA	\$510	89.4	\$45,594.00
Associate	Andrea M. Weintraub	Munger Tolles & Olson LLC	2013	2013	CA	\$510	68.3	\$34,833.00
Associate	Sara N. Taylor	Munger Tolles & Olson LLC	2012	2012	CA	\$510	70.4	\$35,904.00
Associate	Chika Arakawa	Morrison & Foerster LLP	2013	2013	CA	\$495	8.3	\$4,108.50
Associate	Kevin Kraft	Paul Hastings LLP	2014	2014	CA	\$495	4.8	\$2,376.00
Associate	Jonathan M. Weiss	Klee, Tuchin, Bogdanoff & Stern, LLP	2012	2012	CA	\$475	559.7	\$265,857.50
Associate	Amanda B. Pacheco	Cooley LLP	2013	2013	CA	\$470	3.3	\$1,551.00
Associate	Cynthia C. Hernandez	Robins Kaplan LLP	2009	2009	CA	\$470	397.9	\$187,013.00

California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Associate	Joannah Caneda	O'Melveny & Myers LLP	2015	2015	CA	\$460	4.9	\$2,254.00
Associate	Lorie A. Ball	Robins Kaplan LLP	2014	2014	CA	\$450	568.1	\$255,645.00
Associate	Kathryn T. Zwicker	Klee, Tuchin, Bogdanoff & Stern, LLP	1986	1986	CA	\$440	21.9	\$9,636.00
Partner	Amy Churan	Robins Kaplan LLP	2001	2001	CA	\$420	18.1	\$7,602.00
Associate	Christopher Martin	O'Melveny & Myers LLP	2014	2014	CA	\$415	1.2	\$498.00
Associate	Peter E. Boos	Munger Tolles & Olson LLC	2014	2014	CA	\$395	11.4	\$4,503.00
Associate	Sasha M. Gurvitz	Klee, Tuchin, Bogdanoff & Stern, LLP	2014	2014	CA	\$395	40.8	\$16,116.00
Counsel	Joseph Zujkowski	O'Melveny & Myers LLP	2008	2008	CA	\$390	183.6	\$71,604.00

West Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	Robert Blashek	O'Melveny & Myers LLP	1977	1977	CO	\$1,075	1.5	\$1,612.50
Partner	Peter Friedman	O'Melveny & Myers LLP	1998	1998	CO	\$935	107	\$100,045.00
Associate	Matthew L. Hinker	Greenberg Traurig LLP	2010	2010	CO	\$635	2.3	\$1,460.50
Partner	Michael K. Bolton	Faegre Baker Daniels LLP	2001	2001	CO	\$540	0.5	\$270.00
Associate	Brandon K. Oliver	Faegre Baker Daniels LLP	2010	2010	CO	\$295	3.5	\$1,032.50
Partner	Nancy Jo Nelson	Bracewell & Giuliani LLP	1984	1984	WA	\$975	28.6	\$27,885.00
Of Counsel	Kent L. Killelea	Jones Day	1984	1984	WA	\$750	5.3	\$3,975.00
Counsel	Jacqueline Java	Bracewell & Giuliani LLP	2000	2000	WA	\$670	0.9	\$603.00
Counsel	Jacqueline Java	Bracewell & Giuliani LLP	2000	2000	WA	\$650	54.5	\$35,432.63
Associate	Sandra Snyder	Bracewell & Giuliani LLP	2006	2006	WA	\$529	106.8	\$56,583.71
Associate	Sandra Snyder	Bracewell & Giuliani LLP	2006	2006	WA	\$520	2.3	\$1,196.00
Associate	Blake Urban	Bracewell & Giuliani LLP	2009	2009	WA	\$481	5.1	\$2,455.50
Associate	Jarrell A. Cook	Jenner & Block LLP	2014	2014	WA	\$460	10	\$4,600.00
Associate	Matthew W. Kinskey	Akin Gump Strauss Hauer & Feld LLP	2014	2014	WA	\$430	115.1	\$49,493.00
Associate	Serena Rwejuna	Bracewell & Giuliani LLP	2013	2013	WA	\$363	37	\$13,449.87
Associate	Jack G. Haake	Foley & Lardner LLP	2011	2011	WA	\$315	12.4	\$3,906.00

EXHIBIT 2

LAFFEY MATRIX

[History](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468

6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *McDowell v. District of Columbia*, Civ. A. No. 00-594 (RCL), LEXSEE 2001 U.S. Dist. LEXIS 8114 (D.D.C. June 4, 2001); *Salazar v. Dist. of Col.*, 123 F.Supp.2d 8 (D.D.C. 2000).

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

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

EXHIBIT 3

**CONDITIONAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS INCLUDING PRIVATE ATTORNEYS
GENERAL ACT CLAIMS (LABOR CODE SECTION 2698 ET SEQ.)**

This Settlement Agreement and General Release of all Claims Including Private Attorneys General Act Claim ("Agreement") is made on the one hand by and between **DANIEL FRANCO** (hereinafter "EMPLOYEE"), and on the other hand **KINGS & CONVICTS BP LLC** doing business as BALLAST POINT (hereinafter the "EMPLOYER"), hereinafter collectively "the PARTIES," subject to the approval of the Superior Court of California, County of San Diego pursuant to the terms and conditions set forth herein.

RECITALS

- A. Between July 7, 2016 and October 22, 2020, EMPLOYEE was employed by EMPLOYER as a Production worker in the Canning department.
- B. Upon separation of EMPLOYEE's employment from EMPLOYER, a good faith dispute was pending relating to whether EMPLOYEE was properly paid and had been paid all wages due and owing.
- C. As a result, EMPLOYEE filed a Private Attorneys General Act wage claim with the Labor Workforce Development Agency on November 25, 2020, under LWDA Case No. LWDA-CM-813735-20. EMPLOYEE also commenced a lawsuit, filed in the San Diego Superior Court, *Daniel Franco v. Kings & Convicts BP LLC*, SDSC Case No. 37-2021-00004476, alleging representative claims for civil penalties under the Private Attorney General Act, Labor Code section 2698 *et seq.* (the "PAGA Claim") for (1) violation of Labor Code sections 510 and 1194; (2) violation of Labor Code section 246; (3) violation of Labor Code sections 233 and 234; (4) violation of Labor Code section 227.3; (5) violation of Labor Code section 226(a)(1); (6) violation of Labor Code section 226(a)(5); (7) violation of Labor Code section 226(a)(9); (8) violation of Labor Code section 226(a); (9) violation of Labor Code sections 512, 226.7 and the IWC Wage Order; (10) violation of Labor Code section 226.7 and the IWC Wage Order; (11) violation of Labor Code section 204; (12) violation of Labor Code sections 201, 202, and 203; and (13) violation of Labor Code section 1197 and the applicable IWC Wage Order.
- D. EMPLOYER denies any wrongdoing and vigorously disputes EMPLOYEE's allegations.
- E. The PARTIES hereby agree to settle and resolve all of EMPLOYEE's claims to date including, but not limited to, the facts and events underlying the wage claims, except for those obligations specifically created by this Agreement.
- F. Aggrieved Employees and the State of California also agree to settle and resolve all of the claims for civil penalties asserted in the original PAGA Notice filed with the

LWDA, or operative complaint in the Action, except for those obligations specifically created by this Agreement.

- G. It is understood and expressly agreed by the PARTIES that the payment of consideration for this release shall not be deemed or construed as an admission of any liability to EMPLOYEE by EMPLOYER.
- H. This agreement is conditioned upon, and subject to, the Court's approval of the settlement of EMPLOYEE's first through thirteenth Causes of Action under the Private Attorney General Act for civil penalties, as set forth below.

NOW, THEREFORE, in consideration of the Recitals above, and the promises, mutual agreements and conditions hereinafter set forth, it is hereby agreed by and among the PARTIES as follows:

1. Definitions

- 1.1 "Action" means the lawsuit entitled *Daniel Franco v. Kings & Convicts BP LLC*, SDSC Case No. 37-2021-00004476, filed January 29, 2021.
- 1.2 "Aggrieved Employees" means all non-exempt employees of EMPLOYER employed in the State of California at any time during the PAGA Period.
- 1.3 "Aggrieved Employees List" means the list of all EMPLOYER's current and former employees that are Aggrieved Employees.
- 1.4 "Approval Date" means the date on which the Court enters an Order approving this Agreement.
- 1.5 "Approval Hearing" means the date set by the Court for the hearing on approval of this Agreement.
- 1.6 "Approval Order" means an order to be proposed by EMPLOYEE's counsel for entry and filing by the Court as specified in this Agreement.
- 1.7 "Court" means the Superior Court of California, County of San Diego.
- 1.8 "EMPLOYER's Counsel" means the law firm of Paul, Plevin, Sullivan & Connaughton, LLP of San Diego, California.
- 1.9 "Last Known Address" means the most recently recorded mailing address for an Aggrieved Employee as such information is contained in EMPLOYER's payroll records.

- 1.10 “Maximum Settlement Amount” means Two Hundred And Twenty Five Thousand Dollars (\$225,000.00), which is the total and maximum amount that EMPLOYER can be required to pay under this Agreement for any and all purposes to any and all recipients as specified in this Agreement.
- 1.11 “Notice of PAGA Settlement” means the document, substantially in the form attached to this Agreement as Exhibit “A” that shall be sent to Aggrieved Employees following the Court’s entry of the Approval Order to notify Aggrieved Employees of the Settlement.
- 1.12 “Notice Packet” means the packet that includes the Notice of PAGA Settlement and the settlement check that is to be mailed to each Aggrieved Employee following the Court’s Approval Order.
- 1.13 “PAGA Period” means the period of time beginning on March 02, 2020 and ending on the Approval Date.
- 1.14 “PAGA Settlement Amount” means the portion of the settlement amount distributed to Aggrieved Employees and the LWDA as set forth in Section 3 of this Agreement.
- 1.15 “Plaintiff’s Counsel” means Tamim Jami of The Jami Law Firm P.C. and Alex Asil Mashiri of the Mashiri Law Firm.
- 1.16 “Released Claims” means the claims set forth in Sections 2.1, 2.2, 2.3, 2.4, and 2.5 of this Agreement for which EMPLOYEE, Aggrieved Employees and the State of California release the EMPLOYER and its parents, subsidiaries, affiliates, successors, agents, employees (current and former), officers, directors and attorneys from liability.
- 1.17 “Released Parties” means EMPLOYER and its parents, subsidiaries, affiliates, successors, and their agents, employees (current and former), officers, directors and attorneys, as set forth in Sections 2.1, 2.2., 2.3, 2.4, and 2.5 of this Agreement.
- 1.18 “Settlement Share” means the total amount distributed to an Aggrieved Employee from the PAGA Settlement Amount.
- 1.19 “Updated Address” means a mailing address that was updated by a reasonable address verification measure of the Settlement Administrator or by an updated mailing address provided by the United States Postal Service or an Aggrieved Employee.

1.20 “Weeks Worked” means the number of weeks an Aggrieved Employee worked during the PAGA Period, according to EMPLOYER’s records.

1.21 “Settlement Administrator” means or refers to Phoenix Settlement Administrators, a third-party administrator jointly selected by the Parties to effectuate the settlement agreement. The Settlement Administrator shall provide a “not to exceed” flat-fee bid for services.

2. Release of Claims

A. Release of Claims by the State of California, EMPLOYEE and Aggrieved Employees.

2.1 **Aggrieved Employees’ Release.** In consideration of EMPLOYER’s payment of the PAGA Settlement Amount and upon entry of the Approval Order, EMPLOYEE, the Aggrieved Employees and the State of California shall fully, finally and forever release, settle, relinquish and discharge the Released Parties from any and all claims for civil penalties asserted in the original PAGA Notice filed with the LWDA, or operative complaint in the Action. This release includes any and all claims for civil penalties, fees and costs based on the facts and claims asserted in the operative complaint filed in this Action, including without limitation, meal break violations, rest break violations, failure to pay overtime, failure to pay minimum wage, failure to pay wages when due, inaccurate wage statements or any other allegation and claims which are reasonably related to the allegations and claims asserted in the operative complaint filed in this Action, or could have been asserted in the operative complaint. This release shall apply to claims arising at any point during the PAGA Period. This release shall become effective immediately upon EMPLOYER’S payment of the Maximum Settlement Amount to the Settlement Administrator for distribution as specified in this Settlement Agreement.

2.2 **EMPLOYEE’s General Release.** In addition to the releases made in Section 2.1, EMPLOYEE releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract or for violation of any state or federal statute, rule or regulation, arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted at any point in time prior to the execution hereof. EMPLOYEE’s release

includes, without limitation, any claims relating to or arising out of any aspect of his employment, or the termination of his employment with EMPLOYER, any claims for unpaid compensation, wages, reimbursement for business expense, penalties or waiting time penalties under the California Labor Code, the California Business and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* or any state, county or city law or ordinance regarding wages or compensation; any claims for employee benefits, any claims of employment discrimination on any basis, including without limitation, any claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Family and Medical Leave Act of 1993, the California Government Code, or any other state, county or city law or ordinance regarding employment discrimination. EMPLOYEE acknowledges and agrees that the foregoing general release is given in exchange for the consideration provided to him in this Agreement by EMPLOYER. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits or any other claim or right that as a matter of law cannot be waived or released.

- 2.3 EMPLOYEE declares and represents that he is executing this Agreement with the opportunity to obtain full advice from legal counsel. EMPLOYEE further acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he knows or believes to be true with respect to the claims released in this Agreement, and agrees, nonetheless, that this Agreement and the release contained in it shall be and shall remain effective in all aspects, notwithstanding such different or additional facts, or the discovery of them.
- 2.4 EMPLOYEE acknowledges that he is aware of and is familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her

settlement with the debtor or released party.”

EMPLOYEE does, after opportunity to obtain independent advice of counsel, hereby waive and relinquish all rights and benefits he may have under section 1542 of the California Civil Code, or the law of any other state or jurisdiction, or common law principle, to the same or similar effect.

- 2.5 EMPLOYEE irrevocably and absolutely agrees that he will neither prosecute nor allow to be prosecuted on his behalf, in any administrative agency, whether federal or state, or in any court, whether federal or state, any claim or demand of any type related to the matter released in Sections 2.1 and 2.2 above, it being the intention of the PARTIES that with the execution of this Agreement, EMPLOYER and all Released Parties will be absolutely, unconditionally and forever discharged of and from all obligations to or on behalf of EMPLOYEE related in any way to his employment with EMPLOYER.

3. Distribution of the Maximum Settlement Amount.

3.1 **Distribution of the Maximum Settlement Amount.** Within ten (10) business days after the Approval Date, the EMPLOYER shall distribute the Maximum Settlement Amount to a settlement fund maintained by the Settlement Administrator which shall satisfy all of EMPLOYER’s obligations for payments, fees, and costs identified in this Settlement Agreement. The Maximum Settlement Amount should be distributed as follows:

- (a) **Payment to EMPLOYEE to Settle His Individual Claims.** Within twenty (20) business days after the Approval Date, the Settlement Administrator shall distribute to:

Daniel Franco the amount of **\$15,000** (Fifteen Dollars and Zero Cents) for emotional distress, statutory penalties, reimbursement of business expenses, interests and subject to issuance of an IRS Form 1099.

- (b) **Payments to EMPLOYEE and Aggrieved Employees to Settle PAGA Claim.** Within twenty (20) business days after the Approval Date, the Settlement Administrator shall distribute \$110,350 to settle the PAGA Claim in accordance with the procedures set forth in Sections 3.2, 3.3, 3.4, 4.1 and 4.2 of this Agreement.

- (c) **Payment for Attorney's Fees and Costs to Plaintiff's Counsel.** Within twenty (20) business days after the Approval Date, the Settlement Administrator shall distribute \$84,000 to Plaintiff's counsel for attorney's fees and \$11,000 for costs incurred in prosecuting this action. In the event the Court approves a payment of less than the amount of fees and costs requested by Plaintiff, the difference will be added to the PAGA Payment.
- (d) **Administration Costs.** Within twenty (20) business days after the Approval Date, the Settlement Administrator shall distribute \$4,650 to itself as its cost charged for administering the Settlement. In the event the Court approves a payment of less than the amount of costs requested, the difference will be added to the PAGA Payment.

3.2 Allocation and Distribution of PAGA Settlement Amount. The PAGA Settlement Amount shall be allocated and distributed as follows:

- (a) 75% of the PAGA Settlement Amount shall be paid to the LWDA;
- (b) 25% of the PAGA settlement shall be paid to the Aggrieved Employees' pro rata and in proportion to each Aggrieved Employees' Weeks Worked for EMPLOYER during the PAGA Period, as calculated by EMPLOYER.

3.3 Timing and Manner of Settlement Share Distributions. Within twenty (20) business days after the Approval Date, the Settlement Administrator shall distribute via check made payable to the LWDA and each check made payable to each Aggrieved Employee for his or her Settlement Share, along with any necessary tax reporting forms, which will be sent to the LWDA and each Aggrieved Employee's Last Known Address or Updated Addressed.

3.4 Tax Treatment and Reporting Payments to Aggrieved Employees and EMPLOYEE. For distributions to Aggrieved Employees and EMPLOYEE made pursuant to Section 3.1(b) of this Agreement, 100% of the payments shall be deemed as payments for civil penalties under PAGA, and as such, will not be subject to state or federal tax withholdings. The Settlement Administrator shall issue IRS Forms 1099 (if required) to Aggrieved Employees who receive settlement checks for their Settlement Shares.

4. Administration of Settlement and Notice.

4.1 Aggrieved Employee Data. Within seven (7) business days following the

Approval Date, EMPLOYER shall compile and provide to the Settlement Administrator, an Aggrieved Employee List, which shall identify each Aggrieved Employees' name, Last Known Address, state and end dates worked as an Aggrieved Employee and total number of Weeks Worked as an Aggrieved Employee.

4.2 **The Settlement Administrator's Duties Regarding Aggrieved Employee List.** The Settlement Administrator shall:

- (a) Within twenty (20) business days after the Approval Date, send to the Last Known Address or Updated Address of each Aggrieved Employee, via First-Class U.S. Mail, a mutually agreed upon between counsel Notice Packet Consisting of the following:
 - (i) a Notice of PAGA Settlement (in the form of Exhibit A attached hereto) that provides each Aggrieved Employee with the number of Weeks Worked determined by EMPLOYER, the formula for determining each Aggrieved Employee's Settlement Share.
- (b) Any returned envelopes from the initial mailing containing forwarding addresses will be used by the Settlement Administrator to re-mail the Notice Packets to the correct or Updated Address.

5. **Court's Approval of Settlement.**

5.1. **Motion or Ex Parte for Approval.** EMPLOYEE shall promptly submit this Agreement to the Court together with an unopposed Motion for Approval of PAGA Settlement or Ex Parte papers, whichever the court deems acceptable. The motion or papers shall seek an order containing the following provisions:

- (a) Approving the PAGA Settlement Agreement, reciting and/or incorporating the release terms and directing that the Agreement terms and provisions be carried out; and
- (b) Directing the mailing of the, mutually agreed upon by counsel, Notice Packet via U.S. First Class mail to Aggrieved Employees in accordance with the provisions of this Agreement.

5.2 **Dismissal of Action With Prejudice.** Within thirty (30) calendar days of approval of the PAGA Settlement Agreement by the Court and the Settlement Administrator's receipt of the Maximum Settlement Amount, the Court shall dismiss the Action with prejudice.

5.3 Court's Non-Approval of Settlement.

- (a) **Settlement Agreement Contingent Upon Court's Approval.** In the event that this Agreement, or any party thereof, is not approved by the Court, fails to become effective or is reversed, withdrawn or modified by the Court or any other court with jurisdiction over the Action, then either of the PARTIES, only after meeting and conferring in good faith to effectuate the settlement of the parties as originally intended including but not limited to any resubmission of the settlement approval and/or motion/papers, shall have the right within five (5) court days of written notice thereof to elect to terminate this Settlement. Should they do so, this Agreement shall become null and void and shall have no bearing on, and shall not be admissible in connection with, further proceedings in this Action.

6. General Provisions.

- 6.1 EMPLOYEE and EMPLOYER ARE fully competent as of the date hereof, and this Agreement has been freely executed and entered into by EMPLOYEE and EMPLOYER without duress or any imbalance in bargaining position, and in determining to execute and enter into this Agreement, EMPLOYEE and EMPLOYER have relied, among other things, on the opportunity to obtain advice of independent legal counsel of their own selection.
- 6.2 Except as provided in Section 3.1 of this Agreement, the PARTIES shall bear their own attorneys' fees, costs and expenses incurred in the prosecution, defense and settlement of this Action.
- 6.3 This Agreement has been reviewed by the PARTIES hereto and their respective attorneys, and the PARTIES have had a full opportunity to negotiate the contents hereof. The PARTIES hereto expressly waive any common law or statutory rule of construction that ambiguity shall be construed against the drafter of this Agreement and acknowledge that for purposes of any such rule the PARTIES contributed equally to the drafting of this Agreement.
- 6.4 This Agreement may be pled as a full and complete defense to, and may be used as a basis for an injunction against, any action, suit or other proceeding that may be prosecuted, instituted or attempted by EMPLOYEE or EMPLOYER in breach hereof. The PARTIES agree that in any action at law or equity between the PARTIES seeking

enforcement of any of the terms and provisions of this Agreement, including under California Code of Civil Procedure section 664.6, the prevailing party in such action shall be awarded, in addition to damages or other relief, its reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees.

- 6.5 No waiver by any party hereto of any breach of this Agreement by any other party shall operate or be construed as a waiver of any other or subsequent breach. No waiver by any party hereto of any breach of this Agreement by any other party hereto shall be effective unless it is in writing and signed by the party claimed to have waived such breach.
- 6.6 This Agreement (and provisions) may be amended only by a written instrument executed by all parties hereto.
- 6.7 The PARTIES agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement. Following execution of this Agreement and within thirty (30) days after the issuance of a Court Order approving the PAGA settlement, EMPLOYEE's counsel must file and serve a Request for Dismissal of the Entire Action, with prejudice, as to *all parties*.

7. Entire Agreement.

It is agreed that there are no collateral agreements or representations, written or oral, that are not contained in this Agreement. Rather, this Agreement is intended by the PARTIES to be fully integrated and contains the entire agreement between the PARTIES.

8. Severability.

Should it be determined by a court that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable term.

9. Applicable Law/Venue.

The validity, interpretation and performance of this Agreement shall be construed and interpreted according to the laws of the State of California. The PARTIES further agree that if any party hereto commences litigation to enforce or interpret his/its rights hereunder, such litigation shall take place only in an appropriate court in San Diego County, and not elsewhere. To effectuate this provision, each party hereby consents to the jurisdiction of the California courts located in the county of San Diego.

10. Execution in Counterparts.

This Agreement may be signed in one or more counterparts, including copies transmitted via facsimile or electronic delivery. Upon a party's execution of a counterpart, that counterpart shall be deemed as an original, and all signed counterparts shall together constitute one Agreement. A facsimile signature shall have the same force and effect as the original signature, if any only if it is transmitted from counsel for one party to the other. Such transmission shall be interpreted as verification by the transmitting counsel that the signature is genuine and that the party signing has authorized and reviewed the agreement. All executed copies of this Agreement and copies thereof shall have the same force and effect and shall be legally binding and enforceable as the original.

11. Tax Representations.

EMPLOYER has not made any representations or warranties to EMPLOYEE as to the tax treatment of this settlement. If required by law, EMPLOYER will issue Form 1099s and/or Form W-2s, as to the applicable payments described in Section 3. EMPLOYEE specifically represents, warrants and agrees that to the extent any individual taxes are required on any of the payments set forth in section 1, above, EMPLOYEE (and not EMPLOYER) shall be fully liable for the employee-only portion of any and all federal, state and local taxes, assessments, penalties, interest or payments that arise or may arise as a result of this settlement. As to all payments made directly to the EMPLOYEE, EMPLOYEE specifically agrees that he alone is and will be responsible for the payment of any and all amounts such governmental or tax authorities may claim are due for the EMPLOYEE's individual tax portion only, if any. EMPLOYEE agrees to indemnify EMPLOYER and hold it harmless against any and all claims by any governmental or taxing authorities that EMPLOYER was responsible for withholding in individual taxes from the above-referenced payments. EMPLOYEE acknowledges that EMPLOYER is relying on, among other things, the promises set forth in this paragraph in entering into this Agreement and paying the sums that are being paid.

12. Non-Disparagement.

EMPLOYEE agrees not to disseminate or publish, or allow to be disseminated or published, any written, oral or electronically-transmitted statement that is a disparaging statement about EMPLOYER, its programs, policies or practices (except if required by a validly issued subpoena from a court, arbitrator or government agency of competent jurisdiction). Further, nothing in this Agreement is intended to suppress or limit EMPLOYEE's right to testify in any administrative, legislative or judicial forum about alleged criminal conduct or sexual harassment, or to prevent the disclosure of factual information related to claims filed in a civil or administrative action regarding sexual assault, sexual harassment or other forms of sex-based workplace harassment, discrimination or

retaliation, to the extent such communications are expressly protected under California law.

The parties agree that in the event of such breach, EMPLOYEE shall be subject to a \$2,000 liquidated damages penalty payable to EMPLOYER.

13. Continuing Jurisdiction.

The Court shall retain continuing jurisdiction over this case to ensure the continuing implementation of the provisions of this Agreement.

14. Negotiated Settlement Agreement Pursuant to Government Code Section 12964.

The PARTIES agree and acknowledge that this Agreement was negotiated and is considered a "Negotiated Settlement Agreement" pursuant to Government Code section 12964.5. The PARTIES further agree and acknowledge that each party was represented by their own counsel and they and their counsel negotiated this Settlement Agreement through fair and reasonable arms-length negotiations. The PARTIES further agree and acknowledge that this Settlement Agreement is voluntary, deliberate and informed, provides consideration of value to each party, and that each party was given notice and an opportunity to retain an attorney and was represented by an attorney.

I, HAVING READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS AND KNOWING THE CONTENTS THEREOF, AM EFFECTING THIS SETTLEMENT AND EXECUTING THIS RELEASE AFTER HAVING THE OPPORTUNITY TO OBTAIN LEGAL ADVICE FROM COUNSEL, AND I SIGN THE SAME AS MY OWN FREE ACT.

The PARTIES to this Agreement, with the benefit of representation and advice of counsel, have read the foregoing Agreement, and fully understand each and every provision contained herein.

WHEREFORE, the PARTIES have executed this Agreement on the dates below.

Dated: 11/09/2021

Dated: 11/09/2021

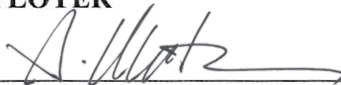
EMPLOYEE


DANIEL FRANCO, as an individual


DANIEL FRANCO, on behalf of
THE STATE OF CALIFORNIA

Dated: 18 Nov 21

EMPLOYER


ALBERT UBIETA
Vice President, General Counsel
Kings & Convicts BP LLC

AGREED TO AS TO FORM AND CONTENT:

THE JAMI LAW FIRM P.C.

Dated: 11/9/2021

By: 
Tamim Jami
Attorneys of Record for Plaintiff
DANIEL FRANCO and THE STATE OF
CALIFORNIA

Dated: 11/22/2021

PAUL PLEVIN & CONNAUGHTON, LLP

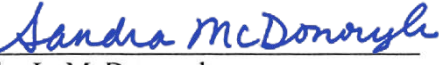
By: 
Sandra L. McDonough
Camille L. Gustafson
Eva A. Adel
Attorneys of record for Defendant
Kings & Convicts BP LLC d/b/a Ballast Point

EXHIBIT A

Date

Name
Address

Re: Lawsuit Settlement – Settlement Check Enclosed

Dear _____:

This letter contains information about the settlement of a lawsuit against Kings & Convicts BP LLC d/b/a Ballast Point (“Ballast Point”). Because you are or were an employee of Ballast Point during the relevant time period, the parties to the lawsuit have concluded that you are entitled to a settlement payment. The San Diego County Superior Court has approved this settlement, and as such, you are receiving the check enclosed. Please cash the check as soon as possible.

On January 29, 2021, Daniel Franco (“Plaintiff”) filed a lawsuit entitled filed in the San Diego Superior Court, *Daniel Franco v. Kings & Convicts BP LLC*, SDSC Case No. 37-2021-00004476, alleging representative claims for civil penalties under the Private Attorney General Act, Labor Code section 2698 *et seq.* (the “PAGA Claim”) for (1) violation of Labor Code sections 510 and 1194; (2) violation of Labor Code section 246; (3) violation of Labor Code sections 233 and 234; (4) violation of Labor Code section 227.3; (5) violation of Labor Code section 226(a)(1); (6) violation of Labor Code section 226(a)(5); (7) violation of Labor Code section 226(a)(9); (8) violation of Labor Code section 226(a); (9) violation of Labor Code sections 512, 226.7 and the IWC Wage Order; (10) violation of Labor Code section 226.7 and the IWC Wage Order; (11) violation of Labor Code section 204; (12) violation of Labor Code sections 201, 202, and 203; and (13) violation of Labor Code section 1197 and the applicable IWC Wage Order.

Ballast Point vigorously denies all of the claims in the lawsuit, and firmly believes it has always complied with California law regarding the payment of wages and meal/rest breaks. However, the parties have now agreed to settle the case to avoid the time, expense and uncertainty of a trial.

According to Ballast Point’s records, you were an hourly worker employed by Ballast Point in California between March 02, 2020 and [insert approval date], 2021. Under the settlement, all such employees are entitled to receive a settlement payment based on the number of workweeks they worked at Ballast Point during this period. Ballast Point’s records show that you were employed for ____ workweeks during this period. As such, you are entitled to a settlement check in the amount of \$ ____.

The Court has approved this settlement, and in consideration of the settlement check enclosed, the Court has ordered that all current and former Ballast Point employees receiving a settlement payment must release all claims for civil penalties, fees and costs recoverable under the Private

Attorneys General Act (Labor Code section 2698, *et seq.*) based on the claims that were alleged in the lawsuit for the time period set forth above. You have one-hundred and eighty (180) calendar days from the date of mailing of this notice in which to cash the enclosed check. After one-hundred and eighty (180) calendar days from the date of mailing, the check shall become null and void, and any unclaimed monies shall be distributed to the State of California's Unclaimed Property Fund in your name.

If you have any questions about the settlement, you should direct those to counsel for the plaintiff in this case, Tamim Jami, and Alex Asil Mashiri, who can be reached at (858) 284-0248 and (858) 348-4938, respectively. Please **do not** contact the Court with any questions you may have regarding the case, the settlement, or this notice.