

1 **THIERMAN BUCK LLP**

2 Mark Thierman, Esq. (SBN 72913)

3 mark@thiermanbuck.com

4 Joshua D. Buck, Esq. (SBN 258325)

5 josh@thiermanbuck.com

6 Leah Jones, Esq. (SBN 276448)

7 leah@thiermanbuck.com

8 Joshua R. Hendrickson, Esq. (SBN 282180)

9 joshh@thiermanbuck.com

10 7287 Lakeside Drive

11 Reno, Nevada 89511

12 Telephone: (775) 284-1500

13 Facsimile: (775) 703-5027

14 Attorneys for Plaintiffs and Aggrieved Employees

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF SACRAMENTO**

17 CASEY GOODMAN and ANGELO
18 PERMISSION, on behalf of themselves, all
19 other similarly situated and typical
20 individuals, and the general public,

21 Plaintiffs,

22 vs.

23 NORTHCENTRAL PIZZA, LLC; and DOES 1
24 through 50, inclusive,

25 Defendant(s).

Case No. 34-2021-00295266-CU-OE-GDS

26 **DECLARATION OF JOSHUA BUCK IN**
27 **SUPPORT OF PLAINTIFFS' MOTION**
28 **TO APPROVE SETTLEMENT**
AGREEMENT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT

Date:

Time:

Dept.: 28

Action Filed: February 16, 2021

Trial Date: None Set

1 I, Joshua Buck, declare as follows:

2 1. I am an attorney at law, duly licensed to practice before all Courts in the State of
3 California, and I am a partner with the law firm Thierman Buck LLP, counsel of record for
4 Plaintiffs Casey Goodman and Angelo Permison ("Plaintiffs"). I have personal knowledge of
5 the facts set forth below, and if called to testify, I could and would do so competently.

6 **PROCEDURAL HISTORY**

7 2. From the inception of the case, Plaintiffs' counsel has zealously represented the
8 interests of the Aggrieved Employees.

9 3. On or about January 29, 2021, Plaintiffs served a letter to the LWDA and
10 Defendant in accordance with the requirements of Labor Code section 2699.3, to notify the
11 LWDA of alleged violations by Defendant of California Labor Code sections 201, 202, 203,
12 226(a), and 2802 for the following alleged failures: (1) failure to reimburse for necessary
13 business expenses in violation of Labor Code section 2802; (2) failure to pay wages free and
14 clear in violation of California law; (3) failure to provide accurate itemized wage statements in
15 violation of Labor Code section 226; and (4) failure to timely pay all wages due and owing in
16 violation of Labor Code sections 201 *et seq.* To date, the LWDA has declined to investigate
17 the alleged violations.

18 4. As set forth in the PAGA Notice, Plaintiffs alleged Defendant did not properly
19 reimburse delivery drivers for all of their expenses, particularly mileage and vehicle expenses
20 that they incurred while making deliveries for Defendant. Consequently, Plaintiffs alleged that
21 Plaintiffs and Aggrieved Employees were not properly reimbursed for expenses, were not paid
22 all of their wages free and clear, were not paid all wages due at the time of termination, and
23 were not provided with accurate, itemized wage statements.

24 5. On February 16, 2021, Plaintiffs commenced this Action. Plaintiffs' Complaint
25 sought civil penalties under the PAGA for the following alleged violations of the California
26 Labor Code: (1) failure to reimburse necessary expenses (Labor Code section 2802); (2)
27 failure to pay wages free and clear (Labor Code sections 510, 1194, 1194.2, 1197, 1197.1, and
28 1198); (3) wage statement violations (Labor Code sections 226 *et seq.*); and (4) failure to pay

all wages due at the time of termination (Labor Code sections 201-203).

DISCOVERY AND INVESTIGATION

6. After the filing of Plaintiffs' Complaint, the Parties discussed possible informal resolution of this matter. The Parties engaged in a robust meet and confer effort regarding the underlying merits of the case and subsequently agreed to participate in mediation.

7. In connection with these discussions, Defendant produced copies of the relevant expense reimbursement policies.

8. On or about December 7, 2021, Defendant produced the "Delivery Expert Summary" during the applicable time period. I reviewed the data and records produced and conducted a full damages analysis.

9. On December 10, 2021, the Parties participated in private mediation with the well-respected wage and hour mediator Mark LeHocky. During the mediation, the Parties spoke at length about the strengths and weaknesses of each side's claims and defenses and the scope of Defendant's liability. After a full day of negotiation, the Parties were not able to reach an agreement but were open to exchange more information and further engage in settlement discussions.

10. After months of negotiation and after exchanging further information and analysis regarding Plaintiffs' claims, the Parties were finally able to reach a resolution of Plaintiffs' claims. The terms of the settlement are detailed fully in the PAGA Settlement Agreement ("Agreement" or "Settlement Agreement"). Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement Agreement.

SUMMARY OF THE PROPOSED SETTLEMENT

11. As defined by the Settlement Agreement, "PAGA Settlement Group Members" means "all current and former hourly paid delivery drivers employed by Defendant in the State of California during the Covered Period." Settlement Agreement ¶ I.P. The Covered Period encompasses the time period of "December 13, 2019 to the date a signed order approving this Settlement is filed, or August 20, 2022, whichever date is earlier." *Id.* ¶ I.E. Based upon Defendant's records through November 30, 2021, there were an estimated 990 PAGA

1 Settlement Group Members who worked approximately 11,918 pay periods during the
2 Covered Period.

3 12. The Settlement Agreement requires Defendant to pay the gross amount of One
4 Hundred Thirty Thousand Dollars (\$130,000.00) (the “Total Settlement Amount”). Settlement
5 Agreement ¶ I.W.

6 13. The balance of the PAGA Settlement Amount remaining after deduction of the
7 attorneys’ fees and costs and settlement administration costs (the “Net Settlement Amount”),
8 will be available for distribution to the LWDA and PAGA Settlement Group Members.
9 Settlement Agreement ¶ III.C. The Net Settlement Amount is estimated to be at least \$68,000.
10 Seventy-five percent (75%) of the Net Settlement Amount, or approximately \$51,000, will be
11 paid to the LWDA for PAGA penalties. Settlement Agreement ¶ III.E. The remaining
12 twenty-five percent (25%), or approximately \$17,000, will be distributed to PAGA Settlement
13 Group Members. Settlement Agreement ¶ III.G.

14 14. As part of the Settlement Agreement, Defendant does not object to Plaintiffs’
15 Counsel’s request for attorneys’ fees of approximately thirty-three and one-third percent
16 (33 $\frac{1}{3}$ %) of the Total Settlement Amount, *i.e.*, Forty-Five Thousand Dollars (\$45,000.00), plus
17 up to Seven Thousand Dollars (\$7,000.00) for reimbursement of litigation costs, subject to the
18 Court finally approving this Settlement. Settlement Agreement ¶ III.F. Plaintiffs’ Counsel’s
19 anticipated actual litigation costs total \$7,000.00. The costs were all directly incurred in the
20 prosecution of this action, including filing fees, mediation fee, postage, copying, and service of
21 process fees. Attached hereto as **Exhibit 2** is a true and correct copy of my office’s cost bill,
22 which reflects costs incurred in prosecuting this case. Any costs not awarded by the Court will
23 revert to the Net Settlement Amount for distribution to the LWDA and the PAGA Settlement
24 Group Members.

25 15. Finally, the Settlement Agreement provides for the payment of the fees and
26 expenses reasonably incurred by the Settlement Administrator. Settlement Agreement ¶ III.D.
27 The Parties have agreed to utilize CPT Group to administer the settlement, with the
28 administration costs estimated to be \$10,000.00. *Id.* ¶¶ III.D, III.H.

1 **VALUE OF SETTLEMENT PER PAY PERIOD**

2 16. Based on the total settlement amount, Defendant will pay approximately \$10.91
3 per pay period to resolve the claims in this case.

4 17. The amount any particular PAGA Settlement Group Member will be entitled to
5 recover will depend on the number of pay periods during which he or she worked as an
6 hourly-paid deliver drive in California during the Covered Period, with some entitled to
7 receive more and others less. Settlement Agreement ¶ III.G. This is fair, as it directly
8 allocates greater penalties to individuals who worked longer and thus have allegedly suffered
9 greater harm.

10 **POTENTIAL CIVIL PENALTIES**

11 18. Using the data provided by Defendant, I performed a comprehensive damages
12 analysis. Defendant has indicated that there were approximately 11,918 pay periods in which
13 PAGA Settlement Group Members worked as hourly-paid delivery drivers in California.
14 Assuming that the Court were to award a \$100 penalty for each pay period, the maximum
15 PAGA penalties arising from the alleged failure to reimburse employees for business expenses
16 would total \$1,191,800.00.

17 19. However, even if Plaintiffs were to prevail on the merits of the PAGA claim, the
18 potential recovery is uncertain. If the Court only awarded a maximum penalty for a single
19 violation per aggrieved employee, for example, the total penalties would only be
20 approximately \$99,000 (990 potential aggrieved employees at \$100 penalty per aggrieved
21 employee).

22 20. The above penalty calculation further assumes that Plaintiffs will prevail on the
23 merits. However, Plaintiffs' claims are contested. Defendant has argued that it complied with
24 the law, had legal policies, and provided its employees with reimbursement for all reasonable
25 business-related expenses. Defendant may have sought summary judgment on these issues or
26 proceeded to trial. If Defendant won, the State of California and PAGA Settlement Group
27 Members would not have recovered anything.

28 21. Assuming that Plaintiffs prevailed on liability, under the facts of this case, I

1 appreciate the substantial risk that Defendant could present a persuasive argument to reduce
2 the amount of PAGA penalties at trial. The Court has discretion under PAGA to reduce the
3 maximum allowable PAGA penalties or to decide not to award PAGA penalties at all.

4 22. I am also aware that Courts routinely award far less than the statutory maximum
5 amount of civil penalties, even where an underlying violation of the Labor Code is found. For
6 example, as shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while
7 the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum
8 PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with
9 the law. 30 Cal. App. 5th 504, 517 (2018). Similarly, in the matter of *Magadia v. Wal-Mart*
10 *Assocs. et al.*, 2019 U.S. Dist. Lexis 91792 at *87-*100 (N.D. Cal. May 31, 2019), while the
11 trial court imposed substantial PAGA penalties upon the defendant, such amount still
12 represented reductions of 67% and 80% of the potential PAGA penalties at issue. *Id.* at *87-
13 *100. Moreover, this was only after the plaintiff in *Magadia* had prevailed after trial.

14 23. The Total Settlement Amount is approximately 10% of the maximum amount of
15 penalties at issue, if the Court permitted an award of multiple violations per pay period.

16 24. I strongly believe that Plaintiffs can prevail at trial. However, after taking into
17 account sharply disputed factual and legal issues involved in this litigation, the risks attending
18 further prosecution, and the substantial benefits to be received pursuant to the compromise and
19 settlement of the litigation, I have concluded that settlement on the terms set forth in the
20 Settlement Agreement is appropriate and in the best interests of Plaintiffs and the PAGA
21 Settlement Group Members.

22 ATTORNEY EXPERIENCE

23 25. My firm has a great deal of experience in wage and hour class action litigation
24 and has been approved as class counsel in a number of class actions.

25 26. Attached hereto as **Exhibit 3** is my current CV which lists my qualifications and
26 case experience.

27 27. To date, I have incurred approximately 78.5 hours in connection with the
28 litigation of this lawsuit. Attached hereto as **Exhibit 4** is a summary of the hours I have

1 incurred to date. The total lodestar for my hours will be approximately \$69,098.00 based on
2 an hourly rate of \$900.00 per hour. This represents a negative multiplier i.e., attorneys fees
3 requested are less than the hourly billable rate of work invested) of .65.

4 28. I have been approved at an hourly rate of \$900.00 per hour by various Courts,
5 including: United States District Court for the District of Nevada, the Northern District of
6 California, the Southern District of California, the Central District of California, United States
7 District Court for the Western District of Kentucky, Superior Court of California for the
8 County of Kern, the Second Judicial District Court in the State of Nevada in and for the
9 County of Washoe and the Eighth Judicial Court in the State of Nevada in and for the County
10 of Clark.

11 **NOTICE TO LWDA**

12 29. Concurrent with the filing of the Motion to Approve PAGA Settlement, my
13 office uploaded the motion, Settlement Agreement, and proposed order to the LWDA's
14 website.

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

17 Executed on this 26th day of July 2022, at Reno, Nevada.

18
19 /s/ Joshua D. Buck
Joshua Buck

EXHIBIT 1

PAGA Settlement Agreement

EXHIBIT 1

THIERMAN BUCK LLP

Mark Thierman, Esq. (SBN 72913)
mark@thiermanbuck.com
Joshua D. Buck, Esq. (SBN 258325)
josh@thiermanbuck.com
Leah Jones, Esq. (SBN 276448)
leah@thiermanbuck.com
Joshua R. Hendrickson, Esq. (SBN 282180)
joshh@thiermanbuck.com
7287 Lakeside Drive
Reno, Nevada 89511
Telephone: (775) 284-1500
Facsimile: (775) 703-5027

Attorneys for Plaintiffs CASEY GOODMAN
and ANGELO PERMISON, on behalf of
themselves, all others similarly
situated and typical individuals, and the
general public

MEDINA McKELVEY LLP

Brandon R. McKelvey, Esq. (SBN 217002)
brandon@medinamckelvey.com
Timothy B. Nelson, Esq. (SBN 235279)
tim@medinamckelvey.com
925 Highland Pointe Drive, Suite 300
Roseville, California 95678
Telephone: (916) 960-2211

Attorneys for Defendant NORTHCENTRAL
PIZZA, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

CASEY GOODMAN and ANGELO
PERMISON, on behalf of themselves, all other
similarly situated and typical individuals, and
the general public,

Plaintiffs,

v.

NORTHCENTRAL PIZZA, LLC; and DOES
1 through 50, inclusive,

Defendant(s).

Case No. 34-2021-00295266-CU-OE-GDS

PAGA SETTLEMENT AGREEMENT

Complaint Filed: February 16, 2021
Trial Date: None Yet Set

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement is made by and between Plaintiffs Casey Goodman and Angelo Permison (“Plaintiffs”), on behalf of themselves and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Group Members, on the one hand, and Defendant NORTHCENTRAL PIZZA, LLC, on behalf of itself and all of its current and former owners, parents, subsidiaries, members, representatives, agents, insurers, officers, directors, and employees (“Defendant”), on the other hand (Plaintiffs and Defendant are collectively referred herein as, the “Parties”, and individually as a “Party”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), upon and subject to the following terms and conditions.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

A. “Action” means the civil action titled *Casey Goodman and Angelo Permison, on behalf of themselves, all other similarly situated and typical individuals, and the general public v. Northcentral Pizza, LLC; and DOES 1 through 50*, Case No. 34-2021-00295266-CU-OE-GDS (the “Action”), pending before Superior Court of the State of California, for the County of Sacramento (the “Court”).

B. “Agreement” or “Settlement Agreement” means this PAGA Settlement Agreement.

C. “Complaint” means the Complaint filed by Plaintiff on February 16, 2021, in the Action.

D. “Court” means the Superior Court for the State of California, County of Sacramento.

E. “Covered Period” means the period of time from December 13, 2019 to the date a signed order approving this Settlement is filed, or August 20, 2022, whichever date is earlier.

F. “Defendant” means the Defendant in this Action, NORTHCENTRAL PIZZA, LLC.

1 **G.** “Effective Date” means the date upon full funding of the Settlement.

2 **H.** “Defendant’s Counsel” means Brandon R. McKelvey, Timothy B. Nelson, and
3 Douglas R. Leach of Medina McKelvey LLP.

4 **I.** “Judgment” means the Order Granting Approval of Settlement and Entering Final
5 Judgment entered by the Court in substantially the same form evidenced by Exhibit A to this
6 Agreement and incorporated by reference into this Agreement.

7 **J.** “LWDA” means the California Labor and Workforce Development Agency.

8 **K.** “LWDA Payment” means the portion of the payment from the Total Settlement
9 Amount to be paid to the LWDA under the Settlement Agreement.

10 **L.** “Net Settlement Amount” means the amount from the Total Settlement Amount
11 that is available for distribution as Settlement Shares to PAGA Settlement Group Members and
12 the LWDA Payment after deduction for (i) the Plaintiff’s Counsel Fees and Expenses Payment,
13 and (ii) the Settlement Administrator’s fees and expenses. If any Settlement Share check is not
14 timely cashed by a Settlement Group Member, that share will be sent to the California State
15 Controllers’ Office Unclaimed Property Fund in the name of the Settlement Group Member.

16 **M.** “PAGA” means the Private Attorneys General Act of 2004, California Labor
17 Code section 2698 *et seq.*

18 **N.** “PAGA Notice” means a notice of proposed settlement pursuant to PAGA,
19 substantially in the form evidenced by **Exhibit B** to this Agreement.

20 **O.** “PAGA Released Claims” means any and all claims under PAGA that are pled in
21 Plaintiffs’ Class and Representative Action Complaint, or which could have been pled under the
22 PAGA based on the factual allegations in Plaintiff’s Class and Representative Action Complaint,
23 that arose during the Covered Period.

24 **P.** “PAGA Settlement Group Members” means all current and former hourly paid
25 delivery drivers employed by Defendant in the State of California during the Covered Period.

26 **Q.** “Plaintiffs” means the Plaintiffs in this Action, Casey Goodman and Angelo
27 Permison.

28 ///

1 **R.** “Plaintiffs’ Counsel” means Mark Thierman, Esq., Joshua Buck, Esq., Leah
2 Jones, Esq., and Joshua Hendrickson, Esq. of Thierman Buck LLP.

3 **S.** “Released Parties” means Defendant and all of its current and former owners,
4 parents, subsidiaries, members, representatives, agents, insurers, officers, directors, managers,
5 employees, and related entities.

6 **T.** “Settlement” means this PAGA Settlement Agreement.

7 **U.** “Settlement Administrator” means the administrator proposed by the Parties and
8 appointed by the Court to administer the Settlement. The Parties have agreed to propose CPT
9 Group to serve in this capacity.

10 **V.** “Settlement Share” means the portion of the Net Settlement Amount allocable to
11 each PAGA Settlement Group Member as provided by this Agreement.

12 **W.** “Total Settlement Amount” means the total amount to be paid by Defendant as
13 provided by this Agreement. The Total Settlement Amount is one hundred thirty thousand
14 dollars and no cents (\$130,000.00). The Total Settlement Amount will cover (i) all Settlement
15 Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Plaintiffs’
16 Counsel Fees and Expenses Payment, and (iv) the Settlement Administrator’s fees and expenses.

17 **II. FACTUAL BACKGROUND**

18 **A.** On or about January 29, 2021, Plaintiffs served a letter to the LWDA and
19 Defendant in accordance with the requirements of Labor Code section 2699.3, to notify the
20 LWDA of alleged violations by Defendant of California Labor Code sections 201, 202, 203,
21 226(a), and 2802 for the following alleged failures: (1) failure to reimburse for necessary
22 business expenses in violation of Labor Code section 2802; (2) failure to pay wages free and
23 clear in violation of California law; (3) failure to provide accurate itemized wage statements in
24 violation of Labor Code section 226; and (4) failure to timely pay all wages due and owing in
25 violation of Labor Code sections 201 *et seq.* To date, the LWDA has declined to investigate the
26 alleged violations.

27 **B.** On February 16, 2021, Plaintiffs commenced this Action. Plaintiffs’ Complaint
28 sought civil penalties under the PAGA for the following alleged violations of the California

1 Labor Code: (1) failure to reimburse necessary expenses (Labor Code section 2802); (2) failure
2 to pay wages free and clear (Labor Code sections 510, 1194, 1194.2, 1197, 1197.1, and 1198);
3 (3) wage statement violations (Labor Code sections 226 *et seq.*); and (4) failure to pay all wages
4 due at the time of termination (Labor Code sections 201-203).

5 **C.** In the Action, Plaintiffs sought penalties under PAGA on behalf of themselves
6 and the PAGA Settlement Group Members for the alleged violations of California's Labor Code.

7 **D.** Prior to mediation, Defendant by and through its counsel supplied Plaintiffs'
8 counsel with employee and payroll data, policy documents, and additional information regarding
9 Defendant's hourly paid delivery drivers in California, which Plaintiffs' Counsel reviewed and
10 analyzed.

11 **E.** On December 10, 2021, the Parties participated in a mediation presided over by
12 well-respected employment law mediator Mark LeHocky. During the mediation, each side,
13 represented by its respective counsel, recognized the risk of an adverse result in the Action. The
14 Parties did not reach a resolution at the mediation but made substantial progress towards
15 resolution. Following the mediation, the Parties continued to exchange information and discuss
16 resolution, and the Parties both agreed to a resolution several months after the mediation, after
17 significant arm's-length negotiations both at the mediation and following the mediation. The
18 Parties have agreed to settle the Action pursuant to the terms and conditions of this Agreement.

19 **F.** This Agreement represents a compromise and settlement of highly disputed
20 claims. Nothing in this Agreement is intended or will be construed as an admission by
21 Defendant that Plaintiffs' claims in the Action have merit or that Defendant has any liability to
22 Plaintiff or the PAGA Settlement Group on those claims, or as an admission by Plaintiffs that
23 Defendant's defenses in the Action have merit.

24 **III. SETTLEMENT TERMS AND CONDITIONS**

25 **A. Non-Admission.** Nothing in this Settlement nor the acts to be performed or
26 judgments to be entered pursuant to the terms of the Settlement shall be construed to be an
27 admission by Plaintiffs that their claims do not have merit or by Defendant of any liability or
28 wrongdoing as to Plaintiffs, Aggrieved Employees or any other person. Defendant specifically

disclaims any such liability or wrongdoing. Defendant denies the allegations in the Action and specifically denies that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

B. Total Settlement Amount. Subject to the terms and conditions of this Agreement and court approval, the Total Settlement Amount is one hundred thirty thousand dollars and no cents (\$130,000.00.) The Total Settlement Amount will cover (i) all Settlement Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Plaintiffs' Counsel Fees and Expenses Payment, and (v) the Settlement Administrator's fees and expenses. The settlement is non-reversionary, such that the entire Total Settlement Amount will be disbursed.

C. Net Settlement Amount. The Parties agree that the following amounts should be subtracted from the Total Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees: (1) Payment to the Settlement Administrator; and (2) Payment to Plaintiffs' Counsel for attorney's fees and costs.

D. Payments to Settlement Administrator. The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Court, and not to exceed eight thousand and five hundred dollars (\$8,500.00).

E. Payments to LWDA. The Settlement Administrator shall pay to the LWDA 75% of the Net Settlement Amount.

F. Payment to Plaintiffs' Counsel. Defendant will not oppose Plaintiffs' Counsel's request for a Fees and Expenses Payment in the total, maximum amount of forty-five thousand dollars and no cents (\$45,000.00) for attorneys' fees (up to thirty three and one third percent (33 1/3%) of the Total Settlement Amount) and expenses not to exceed seven thousand dollars (\$7,000). The Settlement Administrator will issue to Plaintiffs' Counsel a Form 1099 with respect to the awarded attorneys' fees and costs.

1 **G. Settlement Share to PAGA Settlement Group Members.** Subject to the terms
2 and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares
3 from the Net Settlement Amount to the PAGA Settlement Group Members in proportion to the
4 number of pay periods worked for Defendant during the Covered Period. A Form 1099 will be
5 issued to each Settlement Group Member for his/her Settlement Share because the Action sought
6 civil penalties.

7 **H. Appointment of Settlement Administrator.** The Parties have agreed to propose
8 CPT Group as an acceptable Settlement Administrator to resolve disputes in connection with the
9 calculation of Settlement Shares in accordance with the Settlement; distribute Settlement Shares
10 and other payments due under the Settlement; and otherwise administer the Settlement. The
11 Settlement Administrator's duties will include preparing, printing, and mailing the Notice Packet
12 to the PAGA Settlement Group Members; conducting a National Change of Address search and
13 using Accurant and other reasonable and cost-effective skip trace methods to locate any PAGA
14 Settlement Group Member whose Notice Packet was returned by the U.S. Postal Service as non-
15 deliverable, and re-mailing the Notice Packet to the PAGA Settlement Group Member's new
16 address; issuing the checks to effectuate the payments due under the Settlement; and otherwise
17 administering the Settlement pursuant to this Agreement. The Settlement Administrator will
18 have the final authority to resolve all disputes concerning the calculation of a PAGA Settlement
19 Group Member's Settlement Share, subject to the dollar limitations set forth in this Agreement.
20 The Settlement Administrator's reasonable fees and expenses, including the cost of printing and
21 mailing the Notice Packet, will be paid out of the Total Settlement Amount.

22 **I. Procedure for Approving Settlement.**

23 **1. Motion for an Order Approving the Settlement.**

24 a. The Parties will cooperate in seeking approval of the Settlement,
25 including Plaintiffs filing a Motion for an Order Approving the Settlement Agreement (the
26 "Approval Motion").

27 b. Pursuant to PAGA, on the date Plaintiffs files the Approval
28 Motion, Plaintiffs will submit to the LWDA the PAGA Notice substantially evidenced by

1 **Exhibit B** to this Agreement, enclosing this Agreement. The Parties intend and believe that
2 providing notice of this Settlement to the LWDA pursuant to the procedures described in this
3 section complies with the requirements of PAGA.

4 c. At the hearing on the Approval Motion, the Parties will jointly
5 appear, support the granting of the motion, and submit an order granting the motion in the form
6 evidenced by **Exhibit A** to this Agreement.

7 d. Should the Court decline to approve all material aspects of the
8 Settlement, or order material changes to the Settlement to which the Parties do not agree, the
9 Parties will meet and confer to address the Court's concerns and determine whether resolution of
10 the Action can be obtained in a manner consistent with the Court's concerns. If no agreement
11 can be reached, the Settlement will be null and void and the Parties will have no further
12 obligations under it. However, an award by the Court of lesser amounts than sought for the
13 Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

14 2. **No Right to Opt Out or Object.** The Parties agree there is no statutory
15 right for any PAGA Settlement Group Member to object, opt out or otherwise exclude himself or
16 herself from the Settlement. The Parties further agree there is no right or opportunity for any
17 PAGA Settlement Group Member to appeal the approval of the Settlement by the Court. The
18 Parties further agree that an Aggrieved Employees' recovery under this Settlement does not act
19 to preclude claims not encompassed within the release of claims in Section III.K.1.

20 3. **Notice to PAGA Settlement Group Members.** After the Court enters its
21 order granting the Approval Motion, every PAGA Settlement Group Member will be provided
22 with the Notice of their Settlement Share.

23 a. Within fourteen (14) days after the Court Order is signed,
24 approving the Settlement, Defendant will provide to the Settlement Administrator the names, last
25 known addresses and telephone numbers, Social Security numbers, and Covered Pay Periods of
26 all PAGA Settlement Group Members. The Settlement Administrator shall keep this information
27 confidential and not disclose it to Plaintiffs' Counsel or any third parties. If any or all of the
28 PAGA Settlement Group Members' data is unavailable to Defendant, Defendant will use best

1 efforts to deduce or reconstruct the data prior to when it must be submitted to the Settlement
2 Administrator.

3 b. Within seven (7) days after receiving the PAGA Settlement Group
4 Members' data from Defendant, the Settlement Administrator will send a Notice to each PAGA
5 Settlement Group Member. The Settlement Administrator will mail this information to all
6 identified PAGA Settlement Group Members, using the mailing address information provided by
7 Defendant, unless modified by any updated address information that the Settlement
8 Administrator obtains in the course of administration of the Settlement. In the event of returned
9 or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate
10 PAGA Settlement Group Members and re-send the notices.

11 c. If a Notice is returned because of an incorrect address, the
12 Settlement Administrator will promptly, and not later than ten (10) days from receipt of the
13 returned Notice, search for a more current address for the PAGA Settlement Group Member
14 using Accurant and/or other reasonable and cost-effective skip trace methods, and re-mail the
15 Notice to the PAGA Settlement Group Member. The Settlement Administrator will use the
16 PAGA Settlement Group Members' data and otherwise work with Defendant to find a more
17 current address. The Settlement Administrator will be responsible for taking reasonable steps,
18 consistent with its agreed-upon job parameters, court orders, and fees, as agreed to with
19 Plaintiffs' Counsel and according to the following deadlines, to trace the mailing address of any
20 PAGA Settlement Group Member for whom a Notice is returned by the U.S. Postal Service as
21 undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered
22 mail; performing address searches for all mail returned without a forwarding address; and
23 promptly re-mailing to PAGA Settlement Group Members for whom new addresses are found.

24 4. **Submission of Judgment.** Plaintiffs shall submit a copy of the Judgment
25 in this Action and a copy of any other order providing for or denying an award of civil penalties
26 within ten (10) days after entry of the Judgment and/or order, in compliance with Section
27 2699(1)(3) of the California Labor Code. The Judgment will be made available to the LWDA

28 ///

1 and Aggrieved Employees through the Settlement Administrator's website for a period of two
2 (2) years following entry of judgment.

3 **5. Waiver of Right to Appeal.** Provided that the Judgment is consistent
4 with the material terms of this Agreement, Plaintiffs, Defendant, and their respective counsel
5 hereby waive any and all rights to appeal from the Judgment, including all rights to any post-
6 judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion
7 for new trial, and any extraordinary writ, and the Judgment therefore will become non-
8 appealable at the time it is entered. The waiver of appeal does not include any waiver of the
9 right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph
10 does not preclude Plaintiffs or Plaintiffs' Counsel from appealing from a refusal by the Court to
11 award the Plaintiffs' attorneys' fees and/or costs sought by them. If an appeal is taken, the time
12 for consummating the Settlement (including making payments under the Settlement) will be
13 suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as
14 defined in this Agreement.

15 **6. Vacating, Reversal, or Material Modification of Judgment on Appeal**
16 **or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion,
17 petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that
18 there is a material change to the Settlement, and that court's decision is not completely reversed
19 and the Judgment is not fully affirmed on review by a higher court, then either Plaintiffs or
20 Defendant will have the right to void the Settlement, which the Party must do by giving written
21 notice to the other Parties, the reviewing court, and the Court not later than thirty (30) days after
22 the reviewing court's decision vacating, reversing, or materially modifying the Judgment
23 becomes Final. A vacation, reversal, or modification of the Court's award of the Plaintiffs'
24 attorneys' fees and/or costs will not constitute a vacating, reversal, or material modification of
25 the Judgment within the meaning of this paragraph, although Plaintiffs or Plaintiffs' Counsel
26 have the right to appeal from any refusal by the Court to award the Plaintiffs' Counsel's
27 attorneys' fees and/or costs sought by them.

28 ///

1 7. **Timing of Settlement Payments.** The settlement payment provided for
2 in Paragraph III.B. shall be made within fourteen (14) days after the Court Order is signed
3 approving the Settlement.

4 8. Within seven (7) days after the Court Order is signed approving the
5 Settlement, the Settlement Administrator will provide Defendant with wire transfer information.
6 Within fourteen (14) days after the Court Order is signed approving the Settlement, Defendant
7 will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer.
8 Within twenty-one (21) days after the Court Order is signed approving the Settlement, the
9 Settlement Administrator will make the following payments from the Total Settlement Amount:
10 distribution as Settlement Shares to PAGA Settlement Group Members; the LWDA Payment
11 paid to the LWDA; Plaintiffs' Counsel Fees and Expenses Payment paid to Plaintiffs' Counsel;
12 and the Settlement Administrator's fees and expenses.

13 9. **Uncashed Settlement Share Checks.** A PAGA Settlement Group
14 Member must receive or cash his or her Settlement Share payment or check within 180 calendar
15 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the
16 Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement
17 Group Member at his or her correct address. If any PAGA Settlement Group Member's
18 Settlement Share check is not cashed within 120 days after its last mailing to the PAGA
19 Settlement Group Member, the Settlement Administrator will send the PAGA Settlement Group
20 Member a letter or postcard informing him or her that unless the check is cashed in the next 60
21 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or
22 misplaced but not cashed. If a PAGA Settlement Group Member fails to cash the check for his
23 or her Settlement Share within 180 days after it is mailed to him or her, the funds shall be
24 distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund in
25 the Settlement Group Member's name.

26 **J. Release and Waiver of Claims.**

27 1. **PAGA Settlement Group Members.** Upon the full funding of the
28 Settlement, Plaintiffs, acting on behalf of the State of California, and all PAGA Settlement

Group Members release Defendant and the Released Parties from any and all claims based on the Private Attorneys General Act (2004), as pleaded in Plaintiff's Complaint or that could have been pleaded on the facts as alleged in the Complaint and Plaintiff's notice letters to LWDA, arising during the Covered Period, including but not limited to claims under Labor Code sections 201-203, 226, 510, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699.3, 2699.5, and 2802, the Industrial Welfare Commission Wage Orders, and any resulting claim for attorneys' fees and costs (the "Released Claims").

K. No Effect on Other Benefits. The payment to PAGA Settlement Group Members will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or the PAGA Settlement Group Members, and they will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

L. Confidentiality Preceding Approval. Prior to filing of the Motion for Settlement Approval, Plaintiffs will not issue any press or other media releases or have any communication with the press or media or anyone other than financial advisors, retained experts, the LWDA and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Settlement Approval, Plaintiffs or their attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to affect the Settlement, Defendant may rescind the Settlement, rendering it null and void. Plaintiffs further agree that they will instruct their attorneys not to disclose the terms of this Agreement other than as necessary in connection with the Motion for Settlement Approval. This section does not bar Plaintiffs' counsel from carrying out their duties as counsel to Representative Plaintiff for the LWDA.

M. Miscellaneous Terms.

1. No Admission of Liability.

a. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising

highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiffs that any of their claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

b. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

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

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Attorney Authorization.** Plaintiffs' Counsel and Defendant's Counsel each warrant and represent that they are authorized by their respective clients to take all

appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Agreement. No attorney for any party is a party to this agreement and will not be liable for any Party's breach of any of the terms of this Agreement.

4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.

5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

6. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

7. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

9. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

1 10. **Notice.** All notices, demands or other communications given under this
2 Agreement will be in writing and deemed to have been duly given as of the third business day
3 after mailing by United States mail, addressed as follows:

4 *To Plaintiffs and the Settlement Group:*

5 THIERMAN BUCK LLP
6 Mark Thierman, Esq. (SBN 72913)
7 mark@thiermanbuck.com
8 Joshua D. Buck, Esq. (SBN 258325)
9 josh@thiermanbuck.com
10 Leah Jones, Esq. (SBN 276448)
11 leah@thiermanbuck.com
12 Joshua Hendrickson, Esq. (SBN 282180)
13 joshh@thiermanbuck.com

14 7287 Lakeside Drive
15 Reno, Nevada 89511
16 Telephone: (775) 284-1500
17 Facsimile: (775) 703-5027

18 *To Defendant:*

19 Brandon R. McKelvey (SBN 217002)
20 brandon@medinamckelvey.com
21 Timothy B. Nelson (SBN 235279)
22 tim@medinamckelvey.com
23 Douglas R. Leach (SBN 325955)
24 doug@medinamckelvey.com
25 Medina McKelvey LLP
26 925 Highland Pointe Drive, Suite 300
27 Roseville, California 95678
28 Telephone: (916) 960-2211

11. **Execution in Counterpart.** This Agreement may be executed in one or
more counterparts. All executed counterparts and each of them will be deemed to be one and the
same instrument provided that counsel for the Parties will exchange between themselves original
signed counterparts. Facsimile signatures will be accepted if the original signature is provided
within seven days. Any executed counterpart will be admissible in evidence to prove the
existence and contents of this Agreement.

///

///

///

1 **IV. EXECUTION BY PARTIES**

2 The Parties hereby execute this Agreement.

3
4 Dated: June 29, 2022

Casey Goodman

5 

6
7 Dated: June __, 2022

Angelo Permison

8
9
10 Dated: June __, 2022

Northcentral Pizza, LLC

11
12 By: _____

13 Name _____

14 Title _____

15 APPROVED AS TO FORM:

16 Dated: June 29, 2022

THIERMAN BUCK LLP

17
18 By:  _____

19 Mark R. Thierman

20 Joshua D Buck

21 Leah I. Jones

22 Joshua R. Hendrickson

Attorneys for Plaintiffs CASEY

GOODMAN and ANGELO PERMISON

23 Dated: June __, 2022

MEDINA McKELVEY, LLP

24
25 By: _____

26 Brandon R. McKelvey

Timothy B. Nelson

27 Douglas R. Leach

Attorneys for Defendant

28 NORTHCENTRAL PIZZA, LLC

1 **IV. EXECUTION BY PARTIES**

2 The Parties hereby execute this Agreement.

3
4 Dated: June ___, 2022

Casey Goodman

5
6
7 Dated: June 29, 2022

Angelo Permison

8
9
10 Dated: June ___, 2022

Northcentral Pizza, LLC

11
12 By: _____

13 Name _____

14 Title _____

15 APPROVED AS TO FORM:

16 Dated: June ___, 2022

THIERMAN BUCK LLP

17
18 By: _____

19 Mark R. Thierman

20 Joshua D Buck

21 Leah I. Jones

22 Joshua R. Hendrickson

Attorneys for Plaintiffs CASEY

GOODMAN and ANGELO PERMISON

23 Dated: June ___, 2022

MEDINA McKELVEY, LLP

24
25 By: _____

26 Brandon R. McKelvey

Timothy B. Nelson

27 Douglas R. Leach

Attorneys for Defendant

28 NORTHCENTRAL PIZZA, LLC

1 **IV. EXECUTION BY PARTIES**

2 The Parties hereby execute this Agreement.

3
4 Dated: June __, 2022

Casey Goodman

5
6
7 Dated: June __, 2022

Angelo Permison

8
9
10 Dated: June __, 2022

Northcentral Pizza, LLC

11
12 By: 

13 Name MARY P. RAO

14 Title MEMBER

15 APPROVED AS TO FORM:

16 Dated: June 30, 2022

THIERMAN BUCK LLP

17
18 By: _____

19 Mark R. Thierman
20 Joshua D Buck
21 Leah I. Jones
22 Joshua R. Hendrickson
Attorneys for Plaintiffs CASEY
GOODMAN and ANGELO PERMISON

23 Dated: June 30, 2022

MEDINA McKELVEY, LLP

24
25 By: 

26 Brandon R. McKelvey
27 Timothy B. Nelson
28 Douglas R. Leach
Attorneys for Defendant
NORTHCENTRAL PIZZA, LLC

EXHIBIT A

[Proposed] Judgment and Order

EXHIBIT A

THIERMAN BUCK LLP

Mark Thierman, Esq. (SBN 72913)
mark@thiermanbuck.com
Joshua D. Buck, Esq. (SBN 258325)
josh@thiermanbuck.com
Leah Jones, Esq. (SBN 276448)
leah@thiermanbuck.com
Joshua R. Hendrickson, Esq. (SBN 282180)
joshh@thiermanbuck.com
7287 Lakeside Drive
Reno, Nevada 89511
Telephone: (775) 284-1500
Facsimile: (775) 703-5027

Attorneys for Plaintiffs CASEY GOODMAN
and ANGELO PERMISON, on behalf of
themselves, all others similarly
situated and typical individuals, and the
general public

MEDINA McKELVEY LLP

Brandon R. McKelvey (SBN 217002)
brandon@medinamckelvey.com
Timothy B. Nelson (SBN 235279)
tim@medinamckelvey.com
925 Highland Pointe Drive, Suite 300
Roseville, California 95678
Telephone: (916) 960-2211

Attorneys for Defendant NORTHCENTRAL
PIZZA, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

CASEY GOODMAN and ANGELO
PERMISON, on behalf of themselves, all other
similarly situated and typical individuals, and
the general public,

Plaintiffs,

vs.

NORTHCENTRAL PIZZA, LLC; and DOES
1 through 50, inclusive,

Defendant(s).

CASE NO. 34-2021-00295266-CU-OE-GDS

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFFS'
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS
BROUGHT UNDER THE PAGA,
REASONABLE ATTORNEY'S
FEES AND COSTS, AND
ADMINISTRATION COSTS**

Date:
Time:
Dept.:

On _____, 2022, a hearing was held on Plaintiffs Casey Goodman and Angelo Permison's motion for approval of a settlement agreement pursuant to California's Private Attorneys General Act (the "PAGA") (the "Settlement"). The Court having considered all the papers filed and proceedings herein and otherwise being fully informed, and having made this Judgment which constitutes a final adjudication of this matter on the merits, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall have the same meaning as given in the PAGA Settlement Agreement ("Settlement") executed between the Parties on _____, 2022.
2. Pursuant to the PAGA, Labor Code section 2699, subdivisions (1)(2) and (1)(4), the Labor and Workforce Development Agency ("LWDA") has been given notice of the Settlement. Pursuant to the PAGA, on the date the Parties filed the motion seeking approval of the Settlement with the Court, Plaintiffs submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiffs' notice of the Settlement complied with the statutory requirements of the PAGA.
3. The Court confirms approval of the Settlement as to the following group of individuals, collectively referred to as the "PAGA Settlement Group Members":
All current and former hourly paid delivery drivers employed by Defendant in the State of California from December 13, 2019 to _____.

4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA Settlement Group Members, and over those persons and entities undertaking affirmative obligations under the Settlement.
5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate. Accordingly, the Court hereby finally and unconditionally approves the Settlement.
6. The Court approves the Notice to PAGA Settlement Group Members, Exhibit B to the Settlement Agreement.
7. The Court finds that each PAGA Settlement Group Member, in accordance with the Settlement, releases the following “Released Claims” against the Released Parties:
“Any and all claims under PAGA that are pled in Plaintiffs’ Class and Representative Action Complaint, or which could have been pled under the PAGA based on the factual allegations in Plaintiff’s Class and Representative Action Complaint, that arose during the Covered Period.”
8. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the methodology used to calculate and pay each Settlement Share, in accordance with the Settlement, are fair and reasonable.
9. The Court authorizes _____ to act as the Settlement Administrator.
10. The Court authorizes the Settlement Administrator to calculate and pay the Settlement Shares, in accordance with the terms of the Settlement.
11. The Court awards the Settlement Administrator in this Action its fees and costs of _____ thousand dollars and zero cents (\$_____) in accordance with the terms of the Settlement Agreement.
12. The Court awards to Plaintiffs’ Counsel in this Action its fees of forty five thousand dollars and zero cents (\$45,000.00) and actual costs of \$_____, in accordance with the terms of the Settlement Agreement.
13. The Court approves the allocations and payment of One Hundred Thirty Thousand Dollars (\$130,000.00) for the compromise of claims brought under the PAGA, to be paid in accordance with the terms of the Settlement. Under the terms of the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Settlement, seventy-five percent (75%) of the Net Settlement Amount will be paid to the State of California Labor and Workforce Development Agency (“LWDA Payment”), and the remaining amount of the Net Settlement Amount shall be distributed to the PAGA Settlement Group Members in accordance with the terms of the Settlement.

14. Checks for Settlement Shares sent to PAGA Settlement Group Members shall be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for Settlement Shares uncashed after one hundred eighty (180) days will be disbursed to the California State Controller’s Office Unclaimed Property Fund.

15. The Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising, administering, implementing, interpreting, and enforcing this Judgment and Order, as well as the Settlement.

16. Nothing in this Order and Judgment or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Judgment and Order simply represent a compromise of disputed allegations.

17. Plaintiffs are directed to submit a copy of this Order to the LWDA within ten (10) days of the date of this Order.

IT IS SO ORDERED AND ADJUDGED.

Dated: _____

Honorable
Judge of the Superior Court

EXHIBIT B

PAGA Notice

EXHIBIT B

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

CASEY GOODMAN and ANGELO PERMISON, on)
behalf of themselves, all other similarly situated and)
typical individuals, and the general public,)

Plaintiffs,)

vs.)

NORTHCENTRAL PIZZA, LLC; and DOES 1)
through 50, inclusive,)

Defendant(s).)

Case No. 34-2021-00295266-CU-OE-GDS

**NOTICE OF PRIVATE ATTORNEYS'
GENERAL ACT SETTLEMENT PAYMENT**

TO: *All current and former hourly paid delivery drivers employed by Defendant in the State of California between December 13, 2019 to [REDACTED].*

This Notice is being provided to you to inform you of a Private Attorneys General Act ("PAGA") Settlement and your proportional share of this settlement payment. The payment is a result of a Court-approved PAGA Settlement in the case of *Casey Goodman, Angelo Permison v. Northcentral Pizza, LLC*, Sacramento County Superior Court Case No. 34-2021-00295266-CU-OE-GDS (the "Litigation"). This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation or the merits of the claims or defenses asserted. Defendant Northcentral Pizza, LLC ("Defendant") denies that Defendant has engaged in any unlawful conduct in any respect and further denies all of Plaintiffs Casey Goodman and Angelo Permison's ("Plaintiffs") allegations in the Litigation. By entering into the PAGA Settlement, Defendant does not admit any liability to Plaintiffs or to any other current or former employees who worked for Defendant, and does not admit that Defendant has violated the rights of Plaintiffs, any other current or former employee, or any other person(s).

Plaintiffs filed a notice with the California Labor and Workforce Development Agency ("LWDA") to exhaust administrative remedies and pursue claims under PAGA for alleged violations of California Labor Code sections 201-203, 226, 510, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699.3, 2699.5, and 2802. The scope of the PAGA Settlement includes all of Defendant's hourly paid delivery drivers who worked for Defendant from December 13, 2019, to [REDACTED] (the "PAGA Time Period"). In exchange for the PAGA Settlement, Plaintiffs have agreed to waive any and all liability for violations of the PAGA based on violation of Labor Code sections 201, 202, 203, 226, 510, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699.3, 2699.5, and 2802, as alleged in the Litigation, and in particular Plaintiffs' right to participate in or bring a claim under the PAGA for said violations of these Labor Code sections. This waiver shall apply to all members within the PAGA group, including you, and extends to any PAGA claims asserted in the Litigation and arising during the PAGA Time Period.

The total PAGA Settlement is \$130,000.00. After deducting amounts for the Court-approved attorney's fees (\$45,000.00) and actual litigation costs (\$ [REDACTED]) to Plaintiffs' counsel, and costs of administering this settlement to [REDACTED] (\$ [REDACTED]), the remaining amount of \$ [REDACTED] is being paid as follows, as required by law: 75% to the LWDA, and 25% distributed to the affected employees employed by Defendant during the PAGA Time Period. The allocation of the 25% sum is as follows: Each employee will receive a share of the settlement based on the number of weeks that the employee worked for Defendant during the relevant time period (December 13, 2019 to [REDACTED] in proportion to the total number of weeks all of Defendant's employees worked for Defendant during the relevant time period. The weeks you and other employees worked were determined by Defendant's records. Enclosed in this mailing, you will find a check containing your share of the PAGA Settlement based on this allocation. The allocations to each individual employee are non-appealable.

If you have any questions or concerns, you may contact counsel for Plaintiffs or Defendant.

Mark Thierman
Joshua Buck
Leah Jones
Joshua Hendrickson
Thierman Buck LLP
7287 Lakeside Drive
Reno, Nevada 89511
Tel: (775) 284-1500
On behalf of Plaintiffs

Brandon R. McKelvey
Timothy B. Nelson
Douglas R. Leach
Medina McKelvey LLP
925 Highland Pointe Drive, Suite 300
Roseville, CA 95678
Tel: (916) 960-2211
***On behalf of Defendant Northcentral
Pizza, LLC***

EXHIBIT 2

Attorney Costs

EXHIBIT 2

Thierman Buck LLP
Job Profit Detail
December 2014 through June 2022

	<u>Date</u>	<u>Num</u>	<u>Source Name</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>	<u>Balance</u>
Goodman v Northcentral							
	03/16/2021	2448	One Legal	Customer 0003606, Invoice 12821290	5092-7 Filings	-1,522.50	-1,522.50
	05/12/2021	2459	One Legal	Account 0003606	5092-7 Filings	-67.50	-1,590.00
	07/12/2021		One Legal		5092-7 Filings	-69.49	-1,659.49
	07/26/2021		One Legal		5092-7 Filings	-69.49	-1,728.98
	08/07/2021		SACOURT Crim Records		5092-4 Document Retrieval Fee	-11.20	-1,740.18
	09/09/2021		ADR Services Inc		5092-17 Mediation	-4,250.00	-5,990.18
	10/23/2021		One Legal		5092-7 Filings	-90.08	-6,080.26
	10/29/2021		SACOURT Crim Records		5092-4 Document Retrieval Fee	-3.00	-6,083.26
Total Goodman v Northcentral						<u>-6,083.26</u>	<u>-6,083.26</u>
TOTAL						<u><u>-6,083.26</u></u>	<u><u>-6,083.26</u></u>

EXHIBIT 3

Joshua D. Buck Curriculum Varite

EXHIBIT 3

Joshua D. Buck
Partner, Thierman Buck LLP

Case Experience

Walden, et al. v. State of Nevada; Nevada Department of Corrections, 137 Nev. Adv. Op. 49 (Sept. 16, 2021) (agreeing with plaintiff-employees and holding that the state of Nevada had waived the defense of sovereign immunity to liability under the Fair Labor Standards Act).

Walden, et al. v. State of Nevada; Nevada Department of Corrections, 941 F.3d 350 (9th Cir. 2019) (affirming lower court decision and holding that the State of Nevada has waived its sovereign immunity from a suit for wages under the FLSA)

In re: Amazon.Com, Inc. Fulfillment Ctr. Fair Labor Standards Act (FLSA) & Wage & Hour Litig., 905 F.3d 387 (6th Cir. 2018) (reversing lower court decision and holding that Nevada wage-hour statutes do not follow federal Portal-to-Portal Act and ultimately resolving the Nevada portion of the action for \$13.5 million)

Neville v. Eighth Judicial Dist. Court in & for Cty. of Clark, 406 P.3d 499 (Nev. 2017) (successfully arguing in the Nevada Supreme Court that Nevada employees had a private right of action to sue for unpaid wages in court and ultimately resolving the action for \$3.2 million)

Cesarz, et al. v. Wynn Las Vegas, LLC, et al., 816 F.3d 1080 (9th Cir. 2016) consolidated on appeal with *Oregon Rest. & Lodging Ass'n v. Perez* (successfully arguing on appeal that the 2011 Department of Labor tip pooling Regulations were valid, and the district court erred in dismissing the action and ultimately resolving the action for \$5.6 million)

Evans v. Wal-Mart Stores, Inc., No. 14-16566, 2016 WL 4269904, at *1 (9th Cir. Aug. 15, 2016) (reversing lower court decision and holding that waiting time penalties were recoverable for overtime pay violations and ultimately resolving the action for \$8.7 million)

Busk v. Integrity Staffing Solutions, Inc., 713 F.3d 525 (9th Cir. Nev. Apr. 12, 2013) (holding that plaintiffs could bring hybrid FLSA collective actions and Rule 23 class action in the same action), rev'd on other grounds by *Integrity Staffing Sols., Inc. v. Busk*, 135 S. Ct. 513, 190 L. Ed. 2d 410 (2014) (wherein the Supreme Court held that the time spent undergoing mandatory anti-theft screenings at the end of the workday was a non-compensable postliminary activity pursuant to the Portal to Portal Act)

Boswell v. Bank of America, Case No. 2:17-cv-06120-MWF-RAO (C.D. Cal.) (\$23.5 million global resolution for wage and penalty claims brought on behalf of mortgage lending officers)

Martinez v. John Muir Health, Case No. 4:17-cv-05779-CW (N.D. Cal.) (\$9.5 million collective and class action settlement on behalf of patient care employees who worked off the clock)

Ochinero v. Ladera Lending Inc., et al., Case No. 8:19-cv-01136-JVS-ADS (C.D. Cal.) (\$485,000 collective and class settlement for wage and penalty claims brought on behalf of loan officers)

Ramirez v. PR Restaurant Management, LLC, Case No. A-19-801650-C (Clark County, Nevada, District Court) (\$375,000 class settlement for shift jamming and failure to pay daily overtime)

Porteous v. Capital One, Case No. 2:17-cv-02866-JCM-DJA (D. Nev.) (\$500,000 class settlement on behalf of hourly paid call center employees who did not receive compensation for pre and post shift work activities)

Smith v. 24-7 In Touch, Case No. A-20-811554-C (Clark County, Nevada, District Court) (\$800,000 tentative class settlement for shift jamming and failure to pay daily overtime)

Noguez v. Towne Parke, LLC, Case No. A-20-813315-C (Clark County, Nevada, District Court) (\$535,000 tentative class settlement for shift jamming and failure to pay daily overtime)

Aaron v. Wendy's, et al., Case No. A-18-774902-C (Clark County, Nevada, District Court) (\$425,000 class settlement for shift jamming and failure to pay daily overtime)

Voza v. The Marshal Retail Group, LLC, Case No. A-19-788823-C (Clark County, Nevada, District Court) (\$650,000 class settlement for shift jamming and failure to pay daily overtime)

Planas v. Silver Legacy, et al., Case No. CV18-01565 (Washoe County, Nevada, District Court) (\$800,000 class settlement for Nevada minimum wage and overtime violations)

Reed v. Boyd Gaming Corporation, et al., Case No. A-18-780612-C (Clark County, Nevada, District Court) (\$240,000 class settlement for Nevada minimum wage and overtime violations)

Boschini v. White House Black Market, et al., Case No. A-19-803613-C (Clark County, Nevada District Court) (\$285,000 class settlement for shift jamming and failure to pay daily overtime)

Barnett v. McDonald's, Case No. A-18-777786-C (Clark County, Nevada, District Court) (\$6 million class settlement for shift jamming and failure to pay daily overtime)

Baltimore v. Lifetime Fitness, Case No. A-18-782512-C (Clark County, Nevada, District Court) (\$500,000 class settlement on behalf of hourly-paid employees for off the clock work and improper overtime rate calculations)

Hernandez v. Rabobank, Case No. S-1500-cv-284159LHB (Kern County, California Superior Court) (\$1,050,000 class settlement for failure for pay minimum wage and overtime pay to Mortgage Loan Officers, Loan Officers and other commissioned employees)

Deweese, et al v. ITS National LLC, Case No. 3:18-cv-00375-MMD-WGC (D. Nev.) (\$675,000 collective and class settlement on behalf of employees who were misclassified as exempt and were not paid the proper overtime premium under the federal Fair Labor Standards Act and Nevada wage and hour law)

Dimizio v. Blazin Wings, Case No. A-18-771424-C (Clark County, Nevada, District Court) (\$1,921,327.57 class settlement for shift jamming and failure to pay daily overtime)

Jolly, et al v. XPO Logistics Inc, Case No. 4:17-cv-00186-FJG (United States District Court, Western District of Missouri) (\$5,900,000 collective and class settlement on behalf of misclassified sales and carrier representatives for unpaid wages, including straight time, and overtime)

Zimmerman v. Buddha Entertainment, Case No. 2:18-v-01460-JAD-CWH (D. Nev.) (\$500,000 class settlement for Nevada minimum wage and overtime violations)

Williams v. WG Stateline LLC; Paragon Gaming, Inc.; Neva One LLC; Hard Rock Hotel & Casino LLC, Case No. A-18-769883-C (Clark County, Nevada, District Court) (\$520,000 class settlement on behalf of employees at various hotel/resort/ casino properties for unpaid wages, overtime wages, and breach of contract for failure to pay employees for pre-shift work)

Pierce v. Encore Health Resources, LLC; Case No. 3:18-cv-04097-WHO (United States District Court, Northern California District) (\$2,378,000 collective and class settlement on behalf of non-exempt consultants for failure to pay wages due, overtime wages, and to provide accurate wage statements)

Saldana, et al. v. SMX, LLC, Master File No. 14-MC-2504 (W.D. Ky.) (\$3,773,002.50 class action settlement on behalf of persons who worked at Amazon.com fulfillment warehouses in California for the time spent going through the anti-theft security screening at the beginning of the meal period and at the end of the shift)

Robert Mina, et al. v. Amazon.com, Inc., et al., Case No 15-2-23879-5-SEA (King County, Wash.) (\$2.5 million settlement on behalf of Amazon fulfillment warehouse workers for being required to undergo security screenings before their lunch breaks and at the end of the shift)

Mesa Zeleke v. Ike Gaming, Inc., et al., Case No. A-18-769220-C (Clark County, Nevada, District Court) (\$700,000 class settlement for Nevada minimum wage violations)

Mustafa Yousif, et al. v. The Venetian Resort, LLC, et al., Case No. 2:16-cv-02941-RFB-NJK (D. Nev.) (\$1.225 million class settlement for Fair Credit Reporting Act (FCRA) violations)

Monique Woods v. American Homes 4 Rent, LP, Case No. A-18-777456-C (Clark County, Nevada, District Court) (\$500,000 class settlement on behalf of call center employees for off the clock work and improper overtime rate calculations)

London Aaron v. Wenevada, LLC, Case No. A-18-777457-C (Clark County, Nevada, District Court) (\$600,000 class settlement for shift jamming and failure to pay daily overtime)

Anthony Hernandez v. PJ Las Vegas, LLC, et al., Case No. A-17-762477-C (Clark County, Nevada, District Court) (\$600,000 class settlement for shift jamming and failure to pay daily overtime)

Christy McSwiggin, et al. v. Omni Limousine, Case No. 2:14-cv-02172-JCM-NJK (D. Nev.) (\$200,000 settlement on behalf of 15 opt-in plaintiffs for unpaid minimum and overtime wages)

Robert Greene, et al. v. Jacob Transportation Services, LLC, et al., Case No. 2:09-cv-00466-GMN-CWH (D. Nev.) (\$1.4 class settlement on behalf of limo drivers who were denied their minimum and overtime wages)

Emil Botezatu v. Las Vegas Limousines, LLC, Case No. 2:16-cv-00397-RFB-PAL (D. Nev.) (\$718,416.10 class settlement on behalf of limousine drivers where were not compensated weekly overtime)

Woodrow Tompkins, et al. v. Farmers Group Inc., et al., Case No. 14-cv-03737-JFL (E.D. Pa.) (\$775,000 class settlement on behalf of insurance adjusters for pre and post shift work)

Jeremy Ortiz, et al. v. American Casino & Entertainment Properties, LLC, Case No. A-17-756093-C (Clark County, Nevada, District Court) (\$1.075 million class settlement for unlawful rounding of employee hours)

Steven James v. WG-Harmon, LLC, et al., Case No. A-17-761091-C (Clark County, Nevada, District Court) (\$900,000 class settlement for unlawful rounding of employee hours)

Anthony Windom, et al. v. K-Kel, Inc., Case No. A-17-765720-C (Clark County, Nevada, District Court) (\$1 million class settlement for Nevada minimum wage violations)

Afrouz Nikmanesh, et al. v. Wal-Mart Stores, Inc., Case No. 8:15-cv-00202-AG-JCG (C.D. Cal.) (\$800,000 class and collective action settlement on behalf of Pharmacists who were required to attend immunization trainings and certifications without compensation)

Kwesi Jones, et al. v. Farmers Insurance Exchange, Case No. BC412413 (Los Angeles County Superior Court) (\$3,900,000 class action settlement for unpaid wages resulting from pre-shift work on behalf of insurance claims adjusters)

Richard Balint v. Paris LV Operating Co., LLC, Case No. A-16-731891-C (Clark County, Nevada, District Court) (\$525,000 class and collective action settlement on behalf of employees who were classified as exempt from overtime)

Christina John, et al. v. Caesars Enterprise Services, Case No. A-16-743972-C (Clark County, Nevada, District Court) (\$1 million class and collective action settlement on behalf of call center employees who did not receive compensation for pre and post shift work activities)

Randy Clayton, et al. v. On Demand Sedan Services, Inc., Case No. A-16-734923-C (Clark County, Nevada, District Court) (\$424,500 class and collective action settlement on behalf of limousine drivers were not incorrectly classified as exempt from overtime)

Markus Levert, et al. v. Trump Ruffin Tower I, LLC d/b/a Trump International Hotel Las Vegas, Case No. A-14-700559-C (Clark County, Nevada, District Court) (\$130,000 class and collective action settlement for off-the-clock violations)

Brandy Welch, et al. v. Golden Gate Casino, LLC d/b/a Golden Gate Hotel & Casino, Case No. 2:13-cv-01089-RFB-GWF (D. Nev.) (\$750,000 class and collective action settlement on behalf of casino employees who were not paid for training time, pre-shift activities, and who were not paid the correct overtime rate of pay)

Jamye Berry v. Aria Resort & Casino, LLC, Case No. 2:14-cv-01321-APG-VCF (D. Nev.) (\$860,000 class and collective action settlement on behalf of table games supervisors who were not paid overtime)

Judith Smith v. Mandalay Corporation d/b/a Mandalay Bay Resort and Casino, Case No. 2:14-cv-02158-APG-VCF (D. Nev.) (\$100,000 settlement on behalf of poker room employees who were required to perform work activities without compensation)

Nicole McDonagh, et al. v. Harrah's Las Vegas, Inc., Case No. 2:13-cv-01744-CWH (D. Nev.) (\$850,000 class and collective action settlement on behalf of casino dealers who were required to attend pre-shift meetings off-the-clock)

Darlene Lewis v. Nevada Property 1, LLC, Case No. 2:12-cv-01564-RFB-GWF (D. Nev.) (\$9.75 million settlement on behalf of employees for pre-shift work activities)

Raymond Sullivan, et al. v. Desert Palace, Inc. d/b/a Caesars Palace, Case No. A-14-710505-C (Clark County, Nevada, District Court) (\$1.3 million collective and class action settlement on behalf of employees who picked up a cash bank off-the-clock)

Raymond Sullivan, et al. v. Riviera Holdings Corp. dba Riviera Hotel and Casino, Case No. 2:14-cv-00165-APG-VCF (D. Nev.) (\$690,000 collective and class action case on behalf of employees who used a cash bank)

Tiffany Sargent, et al. v. HG Staffing, LLC, MEI-GSR Holdings LLC dba Grand Sierra Resort, Case No. 3:13-cv-453-LRH-WGC (D. Nev.) (conditionally certified class of employees who worked off-the-clock, including employees who use a cash bank)

Danielle Ficken, et al. v. New Castle Corp. dba Excalibur Hotel and Casino, Case No. 2:13-cv-00600-APG-GWF (D. Nev.) (\$1.1 million collective and class settlement on behalf of employees who use a cash bank)

Tenisha Martin, et al. v. Ramparts, Inc. dba Luxor Hotel and Casino, 2:13-cv-00736-APG-VCF (D. Nev.) (\$1.3 million collective and class settlement on behalf of employees who use a cash bank)

Dorothy Turk-Mayfield v. Wynn Las Vegas, LLC, Case No. A-13-683389-C (Clark County, Nevada, District Court) (\$1.8 million class action settlement for off-the-clock banking activities)

Darlene Lewis v. ARIA Resort & Casino, LLC, Case No. A-12-663812-C (Clark County, Nevada, District Court) (\$1.39 million class action settlement for off-the-clock banking activities)

Natalie Antionett Garcia, et al. v. American General Finance Management Corporation, et al., Case No. 09-CV-1916-DMG (OPx) (C.D. Cal.) (\$1.7 million class settlement improper payment of wages)

Jeffrey Clewell v. Heavenly Valley Ltd, Case No. 12-CV-00282-DC (Douglas County, Nevada, District Court) (\$625,000 class settlement for unpaid overtime and waiting time penalties)

Salvador Duarte, et al. v. General Parts, Inc., et al., Case No. RG-13-670382 (Alameda County, California, Superior Court) (\$650,000 class action settlement for alleged off-the-clock violations)

Victor Zapata v. M.C. Gill Corporation, Case No. BC409066 (Los Angeles County, California, Superior Court) (reaching a \$1 million class settlement for improper rounding)

Clarence Edwards v. Circus Circus Casinos, Inc., Case No. A-14-701172-C (Clark County, Nevada, District Court) (\$500,000 class action settlement for alleged off-the-clock violations)

Pablo C. Martinez, et al. v. Victoria Partners, dba Monte Carlo Resort and Casino, Case No. 2:14-cv-00144-APG-NJK (\$481,224 class action settlement for off-the clock banking violations and pre and post-shift meeting activities)

Dominique Whitaker, et al. v. Countrywide Home Loans, Inc., et al., Case No. CV09-5898-CAS (PJWx) (C.D. Cal.) (\$7.5 million class action settlement for alleged off-the-clock violations).

Speaking Engagements

Speaker, National Employment Lawyers Association (NELA) Wage and Hour Conference, *Navigating the Challenges in Representing Service Industry or “Tipped” Employees* (2017)

Speaker, South Lake Tahoe Family Resource Center, *Forum on Immigrant Rights in the Workplace* (2017)

Speaker, National Business Institute, *Human Resource Law*

Selected Publications

Contributor, *Wage and Hour Laws: A State-by-State Survey* (3rd Ed.) (2016, 2018, 2020)

Co-Author, *Employer-Sponsored Wellness Programs: Should Your Employer Be The Boss of More Than Your Work Life?*, 38 Sw. L. Rev. 465 (2009)

Past Experience

Associate, Thierman Law Firm (2010-2015)

Judicial Clerk, Nevada Supreme Court for the Honorable Ron D. Parraguirre (2008-2010)

Law Student Extern, Schonbrun DeSimone Seplow Harris & Hoffman LLP (2008)

Volunteer, Neighborhood Legal Services (NLS) Workers’ Rights Clinic

Admissions

California (2008)

Nevada (2011)

USDC Northern District of California

USDC Southern District of California

USDC Central District of California

USDC District of Nevada

Sixth Circuit Court of Appeals

Ninth Circuit Court of Appeals

Eleventh Circuit Court of Appeals
United States Supreme Court

Education

Southwestern School of Law, J.D., *cum laude* (2008)
University of Iowa, B.A., with honors in History (2001)

EXHIBIT 4

Summary of Attorney Hours

EXHIBIT 4

Activities Export

07/21/2022

12:17 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/19/2022		A103 Draft/revise L160 Settlement/ Non-Binding ADR: FUTURE WORK  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	20.00h	\$900.00	\$18,000.00	-
06/27/2022		Read and review correspondence regarding: Northcentral adv. Goodman: CONFIDENTIAL SETTLEMENT COMMUNICATION  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
06/27/2022		Read and review correspondence regarding: Northcentral adv. Goodman: CONFIDENTIAL SETTLEMENT COMMUNICATION  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
06/21/2022		A104 Review/analyze L160 Settlement/Non-Binding ADR: review settlement agreement  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	2.80h	\$900.00	\$2,520.00	-
06/21/2022		Read and review correspondence regarding: Northcentral adv. Goodman: CONFIDENTIAL SETTLEMENT COMMUNICATION  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
06/20/2022		Read and review correspondence regarding: Northcentral adv. Goodman: CONFIDENTIAL SETTLEMENT COMMUNICATION	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
					78.50h		\$69,098.00 78.50h	\$0.00 0.00h

Activities Export

07/21/2022

12:17 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Non-billable						
06/09/2022	⌚	A104 Review/analyze L160 Settlement/Non-Binding ADR: review settlement offer ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.50h	\$900.00	\$450.00	-
06/02/2022	⌚	Read and review correspondence regarding: Northcentral adv. Goodman: CONFIDENTIAL SETTLEMENT COMMUNICATION ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
05/26/2022	⌚	Read and review correspondence regarding: Public Case Access System - Case: Casey Goodman vs. Northcentral Pizza LLC - Document Filed Notification ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
05/24/2022	⌚	Read and review correspondence regarding: Northcentral adv. Goodman: CONFIDENTIAL SETTLEMENT COMMUNICATION ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
05/12/2022	⌚	Phone w/ Doug (Josh) ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.50h	\$900.00	\$450.00	-
05/12/2022	⌚	A104 Review/analyze L160 Settlement/Non-Binding ADR:	Domino's California adv. Goodman	Joshua Buck	0.50h	\$900.00	\$450.00	-
					78.50h		\$69,098.00 78.50h	\$0.00 0.00h

Activities Export

07/21/2022

12:17 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		review settlement history and prepare new offer ● Non-billable	Domino's CA Reimbursement					
05/12/2022	⌚	Read and review correspondence regarding: Northcentral adv. Goodman: CONFIDENTIAL SETTLEMENT COMMUNICATION ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
05/12/2022	⌚	Read and review correspondence regarding: Northcentral adv. Goodman: CONFIDENTIAL SETTLEMENT COMMUNICATION ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
05/11/2022	⌚	A104 Review/analyze L160 Settlement/Non-Binding ADR: review settlement communication ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.30h	\$900.00	\$270.00	-
05/10/2022	⌚	A104 Review/analyze L160 Settlement/Non-Binding ADR: Review settlement communication ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.50h	\$900.00	\$450.00	-
05/09/2022	⌚	Drafting Case Mgmt. Statement ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Jennifer Edison-Strekal	1.00h	\$115.00	\$115.00	-
05/09/2022	⌚	Read and review correspondence regarding: Northcentral adv. Goodman:	Domino's California adv. Goodman Domino's CA	Joshua Buck	0.10h	\$900.00	\$90.00	-
					78.50h		\$69,098.00 78.50h	\$0.00 0.00h

Activities Export

07/21/2022

12:17 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		CONFIDENTIAL SETTLEMENT COMMUNICATION ● Non-billable	Reimbursement					
04/26/2022	⌚	A108 Communicate (other external) L160 Settlement/Non-Binding ADR: settlement demand ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	2.00h	\$900.00	\$1,800.00	-
04/26/2022	⌚	Meet and Confer - Dominos ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.30h	\$900.00	\$270.00	-
04/25/2022	⌚	Read and review correspondence regarding: Dominos Meet and Confer ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
04/07/2022	⌚	Read and review correspondence regarding: Case Mail - April 7, 2022 ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
03/28/2022	⌚	A104 Review/analyze L160 Settlement/Non-Binding ADR: review settlement provided docs/ discovery ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	3.30h	\$900.00	\$2,970.00	-
03/28/2022	⌚	A107 Communicate (other outside counsel) L160 Settlement/Non-Binding ADR: re: mediation/ settlement ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.80h	\$900.00	\$720.00	-
					78.50h		\$69,098.00	\$0.00
							78.50h	0.00h

Activities Export

07/21/2022

12:17 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/09/2022		Read and review correspondence regarding: Goodman v. Northcentral Pizza / Informal Discovery / Privileged and Confidential  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
02/28/2022		Read and review correspondence regarding: Goodman v. Northcentral Pizza / Informal Discovery / Privileged and Confidential  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
01/19/2022		Read and review correspondence regarding: Public Case Access System - Case: Casey Goodman vs. Northcentral Pizza LLC - Document Filed Notification  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
12/10/2021		A109 Appear for/attend L160 Settlement/Non-Binding ADR: Dominos CA Mediation  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	8.00h	\$900.00	\$7,200.00	-
12/10/2021		Read and review correspondence regarding: Goodman, et al. v. Northcentral Pizza, LLC (21-4728-MLH): Connecting to Zoom Mediation Hearing Tomorrow  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
					78.50h		\$69,098.00 78.50h	\$0.00 0.00h

Activities Export

07/21/2022

12:17 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/09/2021		A103 Draft/revise L160 Settlement/ Non-Binding ADR: review mediation data and calculate exposure  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	3.30h	\$900.00	\$2,970.00	-
12/09/2021		Read and review correspondence regarding: Goodman v. Northcentral Pizza / Privileged Settlement Communication  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
12/07/2021		Read and review correspondence regarding: Goodman v. Northcentral Pizza / Privileged Settlement Communication  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
12/06/2021		Read and review correspondence regarding: Goodman v. Northcentral Pizza, LLC: Plaintiffs' Mediation Brief  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
12/03/2021		A103 Draft/revise L160 Settlement/ Non-Binding ADR: mediation statement  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	5.00h	\$900.00	\$4,500.00	-
12/03/2021		A103 Draft/revise L160 Settlement/ Non-Binding ADR: Mediation Brief  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Leah Jones	0.50h	\$450.00	\$225.00	-
					78.50h		\$69,098.00 78.50h	\$0.00 0.00h

Activities Export

07/21/2022

12:17 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/02/2021		A103 Draft/revise L160 Settlement/ Non-Binding ADR: mediation statement  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	8.00h	\$900.00	\$7,200.00	-
11/04/2021		Read and review correspondence regarding: Public Case Access System - Case: Casey Goodman vs. Northcentral Pizza LLC - Document Filed Notification  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
10/28/2021		Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza / Documents / Confidential  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
10/11/2021		Read and review correspondence regarding: Domino's California v. Goodman - CMC  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
10/06/2021		Read and review correspondence regarding: Goodman et al. v. Northcentral Pizza, LLC - Mediation Payment  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
09/08/2021		Read and review correspondence regarding: Flores v. Domino's Pizza LLC - Offer of Judgment	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
					78.50h		\$69,098.00 78.50h	\$0.00 0.00h

Activities Export

07/21/2022

12:17 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Non-billable						
09/02/2021	⌚	Read and review correspondence regarding: Goodman, et al. v. Northcentral Pizza, LLC - Invoice # 21-4728-MLH-01 ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
09/02/2021	⌚	Read and review correspondence regarding: Goodman, et al. v. Northcentral Pizza, LLC (21-4728-MLH) - December 10, 2021 Mediation Hearing Documents ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
08/24/2021	⌚	Communicate - Defense Counsel: Mediation dates ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Leah Jones	0.20h	\$450.00	\$90.00	-
08/11/2021	⌚	Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza / Proposed Mediators ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
07/28/2021	⌚	Read and review correspondence regarding: Public Case Access System - Case: Casey Goodman vs. Northcentral Pizza LLC - Document Filed Notification ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
					78.50h		\$69,098.00 78.50h	\$0.00 0.00h

Activities Export

07/21/2022

12:17 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/21/2021		Read and review correspondence regarding: Court Change  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
07/21/2021		Read and review correspondence regarding: Public Case Access System - Case: Casey Goodman vs. Northcentral Pizza LLC - Document Filed Notification  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
07/21/2021		Read and review correspondence regarding: Public Case Access System - Case: Casey Goodman vs. Northcentral Pizza LLC - Document Filed Notification  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
07/19/2021		Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza / Documents / Confidential  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
07/19/2021		Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza / Documents / Confidential  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
					78.50h		\$69,098.00 78.50h	\$0.00 0.00h

Activities Export

07/21/2022

12:17 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/19/2021		Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza / Documents / Confidential  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
07/15/2021		Phone Call - Doug Leach  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.50h	\$900.00	\$450.00	-
07/12/2021		Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza / Documents / Confidential  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
07/12/2021		Read and review correspondence regarding: Flores v. Domino's  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
07/12/2021		Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza / Documents / Confidential  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
06/18/2021		phone call with opposing counsel -Douglas  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.50h	\$900.00	\$450.00	-
					78.50h		\$69,098.00 78.50h	\$0.00 0.00h

Activities Export

07/21/2022

12:17 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/15/2021		Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza / Documents / Confidential  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
06/10/2021		Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza / Documents / Confidential  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
06/10/2021		Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza / Documents / Confidential  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
06/03/2021		Conference Call with Opposing Counsel  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.50h	\$900.00	\$450.00	-
05/26/2021		Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza / Documents / Confidential  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
05/26/2021		Phone conference w/ Defense counsel (Josh)  Non-billable	Domino's California adv. Goodman Domino's CA	Joshua Buck	0.50h	\$900.00	\$450.00	-
					78.50h		\$69,098.00 78.50h	\$0.00 0.00h

Activities Export

07/21/2022

12:17 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
Reimbursement								
05/25/2021		Read and review correspondence regarding: Public Case Access System - Case: Casey Goodman vs. Northcentral Pizza LLC - Document Filed Notification  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
05/24/2021		Read and review correspondence regarding: Public Case Access System - Case: Casey Goodman vs. Northcentral Pizza LLC - Document Filed Notification  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
05/13/2021		Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza / Documents / Confidential  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
05/11/2021		Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza / Documents / Confidential  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
05/10/2021		Read and review correspondence regarding: FW: Conference Call: Goodman/ Permison v. Northcentral Pizza	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
					78.50h		\$69,098.00 78.50h	\$0.00 0.00h

Activities Export

07/21/2022

12:17 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Non-billable						
05/10/2021	⌚	Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
05/03/2021	⌚	Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
04/27/2021	⌚	A110 Manage data/files L140 Document/File Management: Re order to EOT and to D counsel ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Leah Jones	0.10h	\$450.00	\$45.00	-
04/16/2021	⌚	A110 Manage data/files L210 Pleadings: Stip to EOT Serve status ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Leah Jones	0.10h	\$450.00	\$45.00	-
04/14/2021	⌚	A110 Manage data/files L210 Pleadings: Re EOT for Service and confirm with Def ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Leah Jones	0.20h	\$450.00	\$90.00	-
04/12/2021	⌚	A103 Draft/revise L210 Pleadings: EOT of Service form ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Leah Jones	0.30h	\$450.00	\$135.00	-
04/05/2021	⌚	A105 Communicate (in firm) L210	Domino's California adv.	Leah Jones	0.10h	\$450.00	\$45.00	-
					78.50h		\$69,098.00 78.50h	\$0.00 0.00h

Activities Export

07/21/2022

12:17 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Pleadings: JDB re service and then to D re followup ● Non-billable	Goodman Domino's CA Reimbursement					
03/30/2021	⌚	Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
03/30/2021	⌚	Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
03/30/2021	⌚	Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
03/24/2021	⌚	Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
03/16/2021	⌚	Read and review correspondence regarding: Domino's CA adv. Goodman - Notice and Order of Complex Case Determination ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
					78.50h		\$69,098.00 78.50h	\$0.00 0.00h

Activities Export

07/21/2022

12:17 PM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/02/2021	 	review relative case on tipped pizza delivery drivers. ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Mark Thierman	0.70h	\$995.00	\$696.50	-
03/02/2021	 	review relative case on tipped pizza delivery drivers. ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Mark Thierman	0.70h	\$995.00	\$696.50	-
03/01/2021	 	Conference Call w/Hannah Trevor, Tim Nelson, Brandon McKelvey ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	1.00h	\$900.00	\$900.00	-
03/01/2021	 	Communicate - Defense Counsel: Conf call re motus and reimbursement tracking ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Leah Jones	0.50h	\$450.00	\$225.00	-
02/23/2021	 	Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
02/18/2021	 	A107 Communicate (other outside counsel) L110 Fact Investigation/ Development: Phone w/ Defense counsel ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.50h	\$900.00	\$450.00	-
02/18/2021	 	Read and review correspondence regarding: Brandon McKelvey ● Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
					78.50h		\$69,098.00	\$0.00
							78.50h	0.00h

Activities Export

07/21/2022

12:17 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/18/2021		Read and review correspondence regarding: Goodman/Permison v. Northcentral Pizza  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
01/29/2021		Read and review correspondence regarding: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
01/29/2021		Read and review correspondence regarding: Thank you for submission of your PAGA Case.  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	0.10h	\$900.00	\$90.00	-
01/29/2021		A103 Draft/revise L210 Pleadings: PAGA ltr  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	1.00h	\$900.00	\$900.00	-
01/29/2021		A103 Draft/revise L210 Pleadings: Draft complaint  Non-billable	Domino's California adv. Goodman Domino's CA Reimbursement	Joshua Buck	8.00h	\$900.00	\$7,200.00	-
					78.50h		\$69,098.00 78.50h	\$0.00 0.00h