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12 *Attorneys for Plaintiffs Jason Hernandez and Lamonte Cole*

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

JASON HERNANDEZ and LAMONTE COLE,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

vs.

OAKLAND PAPER & SUPPLY, INC., a California
corporation; COGENT SOLUTIONS AND
SUPPLIES, an unknown business entity; and DOES
1 through 10, inclusive,

Defendants

Case No.: MSC21-00363

REPRESENTATIVE ACTION

[Hon. Charles S. Treat, Dept. 12]

**ORDER
APPROVING PRIVATE ATTORNEYS
GENERAL ACT REPRESENTATIVE
ACTION SETTLEMENT**

PAGA APPROVAL HEARING:

Date: November 2, 2023
Time: 9:00 a.m.
Dept.: 12

Action Filed: February 23, 2021
Trial Date: Not set

1 **[PROPOSED] ORDER**

2 The Court has received and considered the PAGA Settlement Agreement of Plaintiffs Jason
3 Hernandez and Lamonte Cole ("Plaintiffs"), as individuals and on behalf of alleged aggrieved
4 employees and the State of California pursuant to the Private Attorneys General Act of 2004,
5 California Labor Code sections 2698, *et seq.* ("PAGA"), and Defendant Oakland Paper & Supply,
6 Inc. dba Cogent Solutions & Supplies ("Defendant") (collectively, the "Parties") attached as
7 **Exhibit 1** to the Declaration of Allen Feghali in Support of Plaintiffs' Motion for Approval of
8 Private Attorneys General Act Representative Action Settlement ("Feghali Declaration").

9 Pursuant to California Rule of Court 3.1312, Plaintiffs' have filed an Amended [Proposed]
10 Order Approving Private Attorneys General Act Representative Action Settlement and have
11 concurrently filed a [Proposed] Judgment, and Defendant has filed a Notice of Non-Opposition.

12 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

13 This Order incorporates by reference the definitions in the Parties' PAGA Settlement
14 Agreement (the "Settlement Agreement"), and all terms defined therein shall have the same
15 meaning as set forth in the Settlement Agreement.

16 On November 2, 2023, the Court issued a Minute Order, which adopted its November 1,
17 2023 tentative ruling that granted Plaintiffs' Motion for Approval of Private Attorneys General
18 Act Representative Action Settlement, approved the Settlement Agreement, and ordered Plaintiffs
19 to prepare an order consistent with the tentative ruling. A copy of the Court's Minute Order is
20 attached hereto as "**Exhibit A.**"

21 The Court hereby affirms approval the Parties' proposed PAGA Settlement Agreement and
22 enters this Order based on the terms set forth therein. The Court approves a Total Settlement
23 Amount of \$200,000.00.¹ From the Total Settlement Amount, Defendant will be credited

24 _____
25 ¹ The Settlement Agreement includes an escalator provision, to be triggered in the event that the number
26 of aggregate pay periods worked by all PAGA Members during the Settlement Period turns out to be more
27 than 20% higher than now estimated. (Settlement Agreement, ¶ 9(c).) If the clause is triggered and
28 Defendant elects to increase the total payment, no further approval will be needed. (Exhibit A, p. 21.) The
Parties are cautioned, however, that in the event the clause would result in a significant modification of the
settlement (such as cutting back the covered period), it would be prudent to seek further approval from the
Court. (*Id.*)

1 \$60,000.00 for monies already paid in obtaining individual settlements, \$66,666.66 is awarded as
2 attorneys' fees paid to Plaintiffs' Counsel of record, \$11,689.60² is awarded as reimbursement for
3 actual litigation costs to be paid to Plaintiffs' Counsel of record, \$7,050.00 is awarded as
4 administrative costs paid to the Settlement Administrator, and \$5,000.00 is awarded to each
5 Plaintiff, in addition to Plaintiffs' Individual PAGA Payment, in recognition of their effort and
6 work in prosecuting the above-captioned action. Of the remaining \$44,593.74, seventy-five
7 percent (75% or \$33,445.31) shall be distributed to the California Labor and Workforce
8 Development Agency (the "LWDA"), and twenty-five percent (25% or \$11,148.43) shall be
9 distributed to the PAGA Members in Individual Settlement Payments as set forth in the Settlement
10 Agreement.

11 The Court hereby approves, as to form and content, the Notice of Settlement, attached to
12 Settlement Agreement as **Exhibit A**, which the Settlement Administrator shall mail to Aggrieved
13 Employees with their Individual PAGA Payments.

14 As of the Effective Date, pursuant to the terms of this Settlement and the subsequent
15 agreements and motions in support thereof, Plaintiffs, the LWDA, and the PAGA Members agree
16 to release any and all claims they have arising out of or in connection with any claim, theory, or
17 primary right asserted in the Action, or which could have been asserted in the Action based on
18 such facts, claims, theories, or primary rights alleged in the Action, for civil penalties and all
19 available relief under the California Private Attorneys General Act of 2004 ("Released Claims")
20 for the Settlement Period.

21 As of the Effective Date, Plaintiffs, the PAGA Members, and the LWDA fully and finally
22 release Defendant, and each of its past, present, and future agents, employees, servants, officers,
23 directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents,

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26 ² In the Feghali Declaration, Plaintiffs' Counsel reported their costs as of the date of the declaration as
27 \$11,689.60. In the Court's November 1, 2023 tentative ruling, Counsel were instructed to update and
28 document the actual litigation costs to be reimbursed. Plaintiffs' Counsel's costs to-the-date are \$12,180.04,
and attached hereto as "**Exhibit B**" is a true and correct copy of these updated costs. However, Plaintiffs'
Counsel seek reimbursement only for \$11,689.60 of costs incurred so as not to detract from the PAGA
penalties fund available for disbursement to the LWDA and PAGA Members.

1 subsidiaries, equity sponsors, related or affiliated companies/corporations and/or partnerships
2 (defined as a company/corporation and/or partnership that is, directly or indirectly, under common
3 control with Defendant or any of its parents and/or affiliates), divisions, assigns, predecessors,
4 successors, insurers, consultants, any actual or alleged joint employers, and alter-egos, and all of
5 its respective past, present, and future employees, directors, officers, agents, attorneys,
6 stockholders, fiduciaries, parents, subsidiaries, insurers, and assigns (collectively, the "Released
7 Parties") from all "Released Claims," as defined herein.

8 "Released Claims" means any and all claims alleged in the Action, and all claims arising
9 out of or in connection with the facts, theories, primary rights, or claims alleged in the Action,
10 and includes all claims under PAGA associated with all claims for or arising in connection with:
11 (a) unpaid wages, including failure to pay minimum wages; failure to pay straight time
12 compensation, overtime compensation, double-time compensation; failure to timely pay wages
13 upon termination or otherwise; and/or interest; (b) missed, late, short or interrupted meal and/or
14 rest periods, including any claim for any alleged failure to pay premiums for missed, late, short or
15 interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; (c)
16 unlawful deduction of pay; (d) penalties arising out of or related to any or all of the aforementioned
17 claims including, but not limited to, recordkeeping penalties, wage statement penalties, minimum
18 wage penalties, and waiting-time penalties; (e) inaccurate or otherwise improper wage statements
19 and/or failure to keep or maintain accurate records; (f) failure to timely pay all wages due at
20 termination; (g) failure to timely pay all wages due during employment; and (h) attorneys' fees
21 and costs. For purposes of clarification, the claims released by the PAGA Members and the LWDA
22 include any and all claims under PAGA that arise out of or in connection with the claims, facts,
23 theories, or primary rights alleged in the Action, and any claims which could have been asserted
24 in the Action arising from the alleged facts, claims, theories, and/or primary rights alleged to have
25 been invaded to the fullest extent permitted by law. Without limitation by any other language in
26 this Agreement, the release includes claims under PAGA alleging violation of the Wage Orders;
27 and/or alleging violation of California Labor Code §§ 201-204, 210, 218.5, 226, 226.3, 226.7, 510,
28

1 512, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq. This
2 release is limited to claims for civil penalties brought solely under PAGA.

3 The Court orders Judgment to be entered consistent with this Order, which shall be a final
4 disposition of the above-captioned action in its entirety and is intended to be immediately appealable.
5 Without affecting the finality of the Judgment in any way, the Court retains jurisdiction over all
6 matters relating to the interpretation, administration, implementation, effectuation, and
7 enforcement of the Settlement Agreement pursuant to California Code of Civil Procedure section
8 664.6.

9 The Court sets a ~~Non-Appearance~~ Compliance Hearing (Case Review) re: Distribution on
10 September 19, 2024 at 9:00 a.m. in Department 39. Class Counsel are ordered to file a final report
11 and declaration by the Administrator regarding settlement distribution no later than September 12,
12 2024, which is one week before the compliance hearing. No appearance is required at the compliance
13 hearing if the Settlement Administrator's declaration filed prior to the hearing reports that all the
14 distributions under the Settlement Agreement are complete.

15 Ten percent of the amount awarded to Plaintiffs' Counsel as attorneys' fees shall be
16 withheld by the Settlement Administrator pending the foregoing compliance hearing.

17
18 **IT IS SO ORDERED.**

19
20 Dated: NOV 15 2023

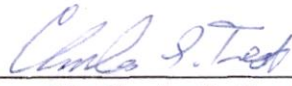
21 
22 The Honorable Charles S. Treat
23 Judge of the Superior Court, County of
24 Contra Costa
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EXHIBIT A

Superior Court of California, Contra Costa County

Department 12
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K. Bieker
Court Executive Officer

MINUTE ORDER

HERNANDEZ VS OAKLAND PAPER & SUPPLY, INC.

MSC21-00363

HEARING DATE: 11/02/2023

PROCEEDINGS: *HEARING ON MOTION IN RE: APPROVAL OF PAGA

DEPARTMENT 12
JUDICIAL OFFICER: CHARLES S TREAT

CLERK: DENESE JOHNSON
COURT REPORTER: NOT REPORTED

JOURNAL ENTRIES:

No appearance either party.

There being no opposition to the tentative ruling, the tentative ruling becomes the order of the court as follows:

Plaintiffs Jason Hernandez and Lamonte Cole move for approval of the settlement of their PAGA suit against defendant Oakland Paper & Supply, Inc. (dba Cogent Solutions & Supplies). Defendant does business as a paper product supplier. Plaintiffs were employed by defendant during the relevant time period. Plaintiffs also move for approval of their attorney's fees, litigation costs, administration costs, and representative payments.

The motion is granted.

A. Background of the Case and Terms of Settlement

This a PAGA case (not a class action), alleging a variety of violations of the Labor Code concerning failure to provide rest and meal breaks, failure to pay minimum wages and overtime, and cascading derivative violations.

This case was first filed on February 23, 2021 as a class action. After defendant provided proof that most or all affected employees had signed arbitration agreements, the case was amended to PAGA-only.

The total settlement payment is \$200,000. Of this amount, however, \$60,000 has already been paid to some employees in individual settlements; that amount counts toward the settlement total, but it is not part of what will be paid to LWDA, nor available for distribution under this settlement as the employees' share of PAGA penalties. Out of the remaining \$140,000 is to come attorney's fees of \$66,667 (one-third of the settlement total); \$11,690 in litigation costs, and \$7,050 in costs to the settlement Administrator. The plaintiffs will be paid service payments of \$5,000 each for their efforts in this litigation.

The remaining amount, \$44,594, is allocated as PAGA penalties. Those penalties are apportioned 75% to the LWDA and 25% to the aggrieved employees.

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Court Executive Officer

Counsel's motion indicates that there are an estimated 135 covered employees. The payments from the employee share of the penalty (\$11,149) will be distributed among the employees based on the number of pay periods each individual worked during the released period. The average employee share will be about \$83, though this will vary from employee to employee based on the pay-period allocation formula.

Plaintiff's counsel attests that informal discovery was undertaken, and the settlement was reached after a session with an experienced mediator.

Plaintiff provided required notices to the LWDA of the initial claims and of the proposed settlement.

The settlement provides a process for mailing the notices to the aggrieved employees, who will not have to submit a claim, along with a process for following up on returned mail. Information for mailing will be provided within 15 days after Final Approval. The settlement amount will be paid to the administrator within 10 days. The administrator will seek to obtain current mailing addresses, and will remit all settlement funds to the appropriate recipients, including the LWDA and the aggrieved employees.

The settlement provides that the value of checks uncashed after 180 days shall be remitted to the State Controller's Office, Unpaid Property Division.

Specified PAGA claims, and any claims which could have been pleaded under the PAGA based on the factual allegations in PAGA Complaint and the LWDA Letter, would be released. It also provides that the parties intend to fully resolve all PAGA claims for the full "PAGA Period" of February 23, 2020 through the date of this approval.

A. Standards for Review of a PAGA Settlement

Recently, the Court of Appeal's decision in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (*Id.*, at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees". (*Id.*, at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405, 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "The court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn. Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have

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specifically noted that *Neary* does not always apply, because "Where the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutary purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 63.)

B. Application to This Settlement

Plaintiff indicates that the settlement is fair, and was evaluated by counsel based on adequate information and arms-length negotiation. In response to plaintiff's allegations, defendant asserted that it paid employees for all recorded time; that off-the-clock time was undocumented and unknown to defendant; and that employees were paid meal time premiums or signed waivers. Plaintiffs' counsel has provided a detailed declaration analyzing the potential strengths and weaknesses of plaintiffs' claims and defendants' potential defenses. The Court is satisfied with the analysis.

Of course, some reduction must be made for the strength of the case, and the time and expense of obtaining recovery. Even assuming success on the merits of each claim, PAGA gives the court discretion to reduce penalties for a variety of reasons, including where "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary and oppressive, or confiscatory." (Labor Code § 2699(e)(2).) Moreover, recent decisions may make it difficult for PAGA plaintiffs to recover statutory penalties, as opposed to actual missed wages. (See, e.g., *Naranjo v. Spectrum Security Services, Inc.* (2023) 88 Cal.App.5th 937; but see *Gola v. University of San Francisco* (2023) 90 Cal.App.5th 548, 566-67.) These factors make the result hard to predict.

Labor Code § 2699(g)(1) provides that a prevailing employee in a PAGA action may recover attorney's fees. Plaintiff seeks one-third of the total settlement amount as fees, relying on the "common fund" theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (*Id.*, at 505.) Although *Lafitte* concerns a class action, not a PAGA-only case, this Court views the use of a lodestar cross-check as appropriate here. Plaintiffs' counsel have provided a breakdown and documentation of their lodestar figure of \$116,118, which exceeds the fee requested; thus, the lodestar multiplier is approximately 0.57. This appears appropriate in light of the risks of the case and the results achieved.

The settlement agreement includes an escalator provision, to be triggered in the event that the number of covered employees or work weeks turns out to be materially higher than now estimated. If the clause is triggered and the defendant elects to increase the total payment, no

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further approval will be needed. The parties are cautioned, however, that in the event the clause would result in a significant modification of the settlement (such as cutting back the covered period), it would be prudent to seek further approval from the Court.

The requested representative payments of \$5,000 for each named plaintiff are approved. Criteria for evaluation of such requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-07.

Litigation costs of \$11,690 (mostly mediation and filing fees) are reasonable and are approved.

The settlement administrator's costs of \$7,050 are reasonable and are approved.

The statute does not expressly address how the 25% plaintiff's share of the penalties is to be allocated among all of the aggrieved employees. (*Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 382.) One court has held, however, that the entire 25% share of penalties could not be awarded to the named plaintiff. (*Moorer v. Noble L.A. Events, Inc.* (2019) 32 Cal.App.5th 736, 742-43.) In *Moorer*, the plaintiff had claim worth about \$9,500, yet was collecting penalties of \$148,000, and keeping the entire employee share, causing the court to be concerned that the plaintiff had lost sight of the fact that the purpose of the action is to benefit the public, not private parties. Allocation based on pay periods is reasonable here.

C. Conclusion

The proposed settlement is approved. Counsel are directed to prepare an order including the Court's ultimate order, the other provisions submitted in the proposed order, and a corresponding judgment. The order would include a compliance hearing for a suitable date chosen in consultation with the Department's clerk. One week before the compliance hearing, counsel shall file a compliance statement. Ten percent of the attorney's fees shall be withheld by the Administrator pending the compliance hearing. Counsel will also be expected to update and document the actual litigation costs to be reimbursed.

DATED: 11/2/2023

BY: _____

D. JOHNSON, DEPUTY CLERK

EXHIBIT B

Activities Export

11/02/2023

7:54 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/06/2023	\$	Ace ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Andrea Marin	1.00	\$122.75	-	\$122.75
10/04/2023	\$	One Legal ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Andrea Marin	1.00	\$17.04	-	\$17.04
10/04/2023	\$	One Legal ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Andrea Marin	1.00	\$37.78	-	\$37.78
09/22/2023	\$	Ace ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Andrea Marin	1.00	\$186.50	-	\$186.50
09/21/2023	\$	One Legal ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Andrea Marin	1.00	\$13.33	-	\$13.33
09/21/2023	\$	One Legal ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Andrea Marin	1.00	\$17.04	-	\$17.04
09/19/2023	\$	One Legal ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Andrea Marin	1.00	\$17.04	-	\$17.04
09/19/2023	\$	One Legal ● Unbilled	01219-Hernandez Hernandez v. Oakland	Andrea Marin	1.00	\$78.96	-	\$78.96

Activities Export

11/02/2023

7:54 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			Paper & Supply, Inc. (Class - C) (ED)					
08/21/2023	\$	Ace ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Andrea Marin	1.00	\$122.75	-	\$122.75
08/11/2023	\$	One Legal ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Andrea Marin	1.00	\$17.04	-	\$17.04
05/30/2023	\$	Joint Stipulation One Legal ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Andrea Marin	1.00	\$38.01	-	\$38.01
05/26/2023	\$	Hernandez v. Oakland Paper & Supply, Inc. ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Support Account	1.00	\$36.44	-	\$36.44
05/05/2023	\$	Ace ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Andrea Marin	1.00	\$199.50	-	\$199.50
04/18/2023	\$	Hernandez v Oakland ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Support Account	1.00	\$37.78	-	\$37.78
02/23/2023	\$	One Legal ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Andrea Marin	1.00	\$17.04	-	\$17.04
							\$0.00 0.00h	\$12,180.04 0.00h

Activities Export

11/02/2023

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/22/2023	\$	Ace ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Andrea Marin	1.00	\$122.75	-	\$122.75
02/15/2023	\$	One Legal ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Andrea Marin	1.00	\$37.78	-	\$37.78
11/09/2022	\$	Berger Consulting ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Seung Yang	1.00	\$1,275.00	-	\$1,275.00
04/06/2022	\$	File and Serve Express ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Seung Yang	1.00	\$98.50	-	\$98.50
12/28/2021	\$	One Legal ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Seung Yang	1.00	\$113.50	-	\$113.50
11/17/2021	\$	Mediation fee (p) ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Seung Yang	1.00	\$6,250.00	-	\$6,250.00
11/01/2021	\$	File & Serve Express ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Seung Yang	1.00	\$49.00	-	\$49.00
08/20/2021	\$	Courtcall ● Unbilled	01219-Hernandez Hernandez v. Oakland	Seung Yang	1.00	\$94.00	-	\$94.00

Activities Export

11/02/2023

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			Paper & Supply, Inc. (Class - C) (ED)					
06/18/2021	\$	One Legal ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Seung Yang	1.00	\$62.54	-	\$62.54
05/20/2021	\$	Courtcall ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Seung Yang	1.00	\$94.00	-	\$94.00
05/03/2021	\$	One Legal ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Seung Yang	1.00	\$113.50	-	\$113.50
05/03/2021	\$	One Legal ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Seung Yang	1.00	\$155.35	-	\$155.35
05/03/2021	\$	One Legal ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Seung Yang	1.00	\$113.50	-	\$113.50
04/13/2021	\$	One Legal ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Seung Yang	1.00	\$62.54	-	\$62.54
03/23/2021	\$	Complaint fee ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Seung Yang	1.00	\$1,587.58	-	\$1,587.58
							\$0.00 0.00h	\$12,180.04 0.00h

Activities Export

11/02/2023

7:54 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/23/2021	\$	Admin fee ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Seung Yang	1.00	\$750.00	-	\$750.00
03/15/2021	\$	Ace ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Seung Yang	1.00	\$166.50	-	\$166.50
03/02/2021	\$	LWDA ● Unbilled	01219-Hernandez Hernandez v. Oakland Paper & Supply, Inc. (Class - C) (ED)	Seung Yang	1.00	\$75.00	-	\$75.00
							\$0.00 0.00h	\$12,180.04 0.00h

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 327047 NAME: Charlotte Mikat-Stevens FIRM NAME: MOON LAW GROUP, PC STREET ADDRESS: 1055 West Seventh Street, Suite 1880 CITY: Los Angeles STATE: CA ZIP CODE: 90017 TELEPHONE NO.: 213-232-3128 FAX NO.: 213-232-3125 E-MAIL ADDRESS: cmikat-stevens@moonlawgroup.com ATTORNEY FOR (name): Plaintiffs Jason Hernandez and Lamonte Cole	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF CONTRA COSTA STREET ADDRESS: 725 Court Street MAILING ADDRESS: CITY AND ZIP CODE: Martinez 94553 BRANCH NAME:	
PLAINTIFF/PETITIONER: Jason Hernandez and Lamonte Cole DEFENDANT/RESPONDENT: Oakland Paper & Supply, Inc. and Cogent Solutions and Sup OTHER:	CASE NUMBER: MSC21-00363 JUDICIAL OFFICER: Charles S. Treat
PROPOSED ORDER (COVER SHEET)	DEPT: 12

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiffs Jason Hernandez and Lamonte Cole
2. Title of the proposed order:
Amended (Proposed) Order Approving Private Attorneys General Act Representative Action Settlement
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Hearing on Motion re Approval of Private Attorneys General Act Representative Action Settlement
 - b. Date and time: November 2, 2023
 - c. Place: Superior Court of the County of Contra Costa, located at 725 Court Street, Martinez, CA 94553
4. The proposed order was served on the other parties in the case.

Charlotte Mikat-Stevens
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME: Hernandez et al. v. Oakland Paper & Supply, Inc. et al.	CASE NUMBER: MSC21-00363
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**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and not a party to this action.

a. My residence or business address is (specify):

1055 W. Seventh St., Suite 1880 Los Angeles, CA 90017

b. My electronic service address is (specify): nalonso@moonlawgroup.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (name of person served) (If the person served is an attorney, the party or parties represented should also be stated.):

Brooke S. Purcell, Rachel J. Moroski, Amanda E. Beckwith

b. To (electronic service address of person served): bourcell@sheppardmullin.com rmoski@sheppardmullin.com

c. On (date): 11/13/2023 abeckwith@sheppardmullin.com

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: 11/13/2023

Noelia Alonso Esteban

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)