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

**CASCADE DRILLING WAGE AND HOUR
CASES**

List of Actions:

Martinez, et al. v. Cascade Drilling LP,
Alameda Case No. RG21090743

Lilla v. Cascade Drilling, LP, Contra Costa
Case No. C211568

Case No: RG21090743

ASSIGNED FOR ALL PURPOSES TO
JUDGE STEPHEN KAUS, DEPARTMENT 19

**DECLARATION OF ERIC A. GROVER IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND MOTION FOR
AWARD OF ATTORNEYS' FEES AND
COSTS, CLASS REPRESENTATIVE
INCENTIVE AWARDS, AND
SETTLEMENT COSTS**

Date: June 26, 2023
Time: 3:00 p.m.
Dept. 19
Judge: The Hon. Stephen Kaus

Complaint Filed: April 9, 2021
FAC Filed: May 18, 2021

**Reservation No: A21090743-001
Reservation No: A21090743-002**

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1 I, ERIC A. GROVER, declare as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 am a partner in the law firm Keller Grover LLP, co-counsel for Plaintiffs Eugene Martinez and
4 Robert Williams (“Plaintiffs”), and co-Class Counsel in this action. I have personal knowledge
5 of the facts stated herein and, if called as a witness, I could and would testify competently to the
6 facts set forth below.

7 **Class Counsel’s Experience:**

8 2. Between September 1988 and October 2005, I was first an associate and then a
9 shareholder in the firm Littler Mendelson, P.C. Littler is the largest law firm in the United States
10 specializing in labor and employment law. During my 17 years at Littler, I practiced extensively
11 in all areas of labor and employment law, including wage and hour law and class action defense.
12 I also have extensive litigation experience, including numerous arbitrations and trying a number
13 of cases to verdict in state and federal courts.

14 3. In the time I worked at Littler, I worked on many class action matters. The
15 following is a list of various class action matters for which I was the lead or co-lead defense
16 attorney:

- 17 a. *DLSE v. UI Video* (Blockbuster) (Alameda County) (Failure to provide
18 uniforms.);
- 19 b. *Vickery, et al. v. Cinema Seven, Inc.* (San Francisco County) (Independent
20 contractor vs. employee status, overtime, minimum wage and expense
21 reimbursement claims.);
- 22 c. *ILWU, et al. v. DMS Messenger Services, et al.* (San Francisco County)
(Overtime, minimum wage, expense reimbursement and waiting time
23 penalties.);
- 24 d. *Shields, et al. v. Lyon’s Restaurants* (San Diego County) (Manager
25 misclassification.);
- 26 e. *O’Donnell, et al. v. Starving Students Movers* (Marin County) (Overtime,
27 minimum wage and waiting time penalties.);
- 28 f. *Cross, et al. v. Compass* (Sacramento County) (Overtime and waiting time
penalties.);

- g. *Flowers, et al. v. Starving Students Movers* (San Joaquin County) (Overtime, minimum wage and waiting time penalties.);
- h. *Chen v. DMX Music, Inc.* (San Francisco County) (Improper chargebacks on commission payments.);
- i. *Tiffany, et al. v. Hometown Buffet* (San Francisco County) (Manager misclassification.);
- j. *Leoni, et al. v. Jetsetter Express, Inc.* (San Joaquin County) (Manager misclassification.);
- k. *Solano v. Clark Pest Control* (Los Angeles County) (Technician/salesperson misclassification.);
- l. *Guglielmino, et al. v. McKee Foods Corp.* (USDC-ND) (Independent contractor vs. employee status.); and
- m. *Evets v. Guess?, Inc.* (San Francisco County) (Manager misclassification.).

4. Between October 15, 2005 and the present, I have been practicing law at Keller Grover LLP. At Keller Grover, approximately 95% of my time is spent representing plaintiffs in employment, privacy, consumer, and data breach class action matters. I am currently lead counsel or co-lead counsel on more than 15 different class actions. I have been named Class Counsel in numerous recent class action matters, including:

- a. *Watson v. Ann Taylor Stores Corp.*, Los Angeles County Superior Court Case No. BC342729;
- b. *Novak v. Retail Brand Alliance, Inc., et al.*, Alameda County Superior Court Case No. RG 05-223254;
- c. *Jos. A. Banks Overtime Cases*, Solano County Superior Court Case No. JCCP NO. 4479;
- d. *Diaz v. Best Buy Stores, L.P.*, Alameda County Superior Court Case No. Case No. RG 06-264187;
- e. *Lozoya v. PA Acquisition Corp.*, et al, Alameda County Superior Court Case No. RG 06-258395;
- f. *Krispy Kreme Overtime Cases*, Alameda County Superior Court Case No. JCCP No. 4489;
- g. *Walgreens Overtime Cases*, Los Angeles County Superior Court Case No. JCCP 4387;

- h. *Gring v. Claire's Boutique's, Inc.*, Alameda County Superior Court Case No. RG 05-247759;
- i. *Greene v. Federated Retail Holdings, Inc.* San Francisco County Superior Court Case No. CGC 06-449456;
- j. *Stermer v. L'Occitane, Inc.*, San Francisco County Superior Court Case No. CGC 06-456056;
- k. *Wilde v. Catalina Restaurant Group, Inc. et al.*, Los Angeles County Superior Court Case No. BC347513;
- l. *Rogers v. Accentcare, Inc.*, Alameda County Superior Court County Superior Court Case No. RG 05-237683;
- m. *Fleming v. Dollar Tree Stores, Inc.*, United States District Court, Northern District of California, Case No. Case No. C 06-cv-03409 MJJ;
- n. *Corrado v. Valero Services, Inc.*, Alameda County Superior Court Case No. RG 07-322134;
- o. *Stenroos v. Core-Mark International, Inc.*, San Mateo County Superior Court Case No. CIV 451198;
- p. *Ford v. Pilot Travel Centers LLC*, United States District Court, Northern District of California, Case No. C-07-cv-02715 TEH;
- q. *Elsbury v. Pizza Hut of Southeast Kansas, Inc.*, United States District Court, Eastern District of California Case No. EDCV 07-00695 SGL (JCRx);
- r. *Brior v. AE Retail West LLC*, San Francisco County Superior Court Case No. CGC 06-455422;
- s. *Moore v. Genesco, Inc. et al.*, Alameda County Case No. RG 06-270570;
- t. *Stermer v. Ulta Salon, Cosmetics & Fragrance, Inc.*, San Francisco County Superior Court Case No. CGC 08-427014;
- u. *Lauzon v. Club Monaco U.S., LLC, Polo Retail, LLC, and Polo Ralph Lauren Corporation*, San Francisco County Superior Court Case No. CGC 06-449963;
- v. *Davenport v. Union Bank of California, N.A. and Unionbanc Investment Services LLC*, United States District Court, Central District of California, Case No. 2:07-cv-00001 FMC (VBKx);
- w. *Jacobs v. Les Schwab Tire Centers of California, Inc., et al.*, San Francisco County Superior Court Case No. CGC 08-478372;
- x. *Daniel Arias v. Praxair Distribution, Inc., et al.*, San Francisco County Case No. CGC 08-474506;
- y. *Flores, et al. v. Zale Delaware, Inc.*, United States District Court, Northern District of California, Case No. 07-cv-00539 TEH;

- 1 z. *Payan et al. v. MetroPCS, Inc.*, San Francisco County Superior Court
2 Case No. CGC 08-476703;
- 3 aa. *Njoku v. Ecko Direct, LLC*, San Francisco County Superior Court Case
4 No. CGC 07-469480;
- 5 bb. *Wiggins v. Cingular Wireless Employee Services, LLC*, San Francisco
6 County Superior Court Case No. CGC 08-477763;
- 7 cc. *Lee v. Marshalls of CA LLC*, Alameda County Superior Court Case No.
8 RG 07-337021;
- 9 dd. *Flores v. Cintas Corporation No. 2, Inc.*, Los Angeles County Superior
10 Court Case No. BC400422;
- 11 ee. *Drew v. HCR Manor Care Medical Services of Florida, LLC, et al.*, San
12 Francisco County Superior Court Case No. CGC 09-490181;
- 13 ff. *Ireland, et al. v. National Distribution Centers, L.P., et al.*, San Francisco
14 County Superior Court Case No. CGC 09-493709;
- 15 gg. *Lim-Hui v. Carter's Retail, Inc.*, San Francisco County Superior Court
16 Case No: CGC 09-484456;
- 17 hh. *Sefton v. OshKosh B'Gosh, Inc.*, San Francisco County Superior Court
18 Case No. CGC 09-484496;
- 19 ii. *Murphy v. Check n' Go of California, Inc.*, San Francisco County
20 Superior Court Case No. CGC 06-449394;
- 21 jj. *Wireless Advocates Wage and Hour Cases*, Los Angeles County Superior
22 Court Case No. JCCP 4600;
- 23 kk. *Matrix Service Wage and Hour Cases*, Alameda County Superior Court
24 Case No. JCCP 4610;
- 25 ll. *Sullivan v. Kelly Services, Inc.*, United States District Court, Northern
26 District of California Case No. 08-cv-3893 CW;
- 27 mm. *Strickland, et al. v. Timec Company, Inc., et al.*, San Francisco County
28 Superior Court Case No. CGC 10-501832;
- nn. *Davis and Duke v. Plant Performance Services LLC, et al.*, Alameda
County Case No. RG 10-501301;
- oo. *Jordan v. Directory Distributing Associates, Inc.*, San Francisco County
Superior Court Case No. CGC 10-500633;
- pp. *Martin v. Total Safety U.S., Inc.*, Alameda County Case No. RG 10-
533750;
- qq. *Placer Title Company Wage and Hour Cases*, Sacramento County
Superior Court Case No. JCCP 4567;

- rr. *Martin, et al. v. Starcon International, Inc.*, Contra Costa County Superior Court Case No. MSC10-01071;
- ss. *Meyer v. Irwin Industries, Inc.*, ADRS Case No. 11-3844-RAH;
- tt. *Lazarin, et al. v. Total Western, Inc.*, JAMS Case No. 1100067385;
- uu. *Potter v. Zale Delaware, Inc.*, Alameda County Superior Court Case No. RG 10-548469;
- vv. *Canales, et al. v. Electrical & Instrumentation Unlimited of California, Inc.*, Kern County Superior Court Case No. S-1500-CV-271947 WDP;
- ww. *Schechter and Porter v. ISYS Solutions, Inc.*, Alameda County Superior Court Case No. RG 10-550517;
- xx. *Gomez v. Pizza Hut of Southeast Kansas, Inc.*, San Bernardino County Superior Court Case No. CIVVS900679;
- yy. *Hernandez v. Bodell Construction Company*, Alameda County Superior Court Case No. RG12-624600;
- zz. *Gilliam v. Matrix Energy Services, Inc.*, Alameda County Superior Court Case No. RG11-592345;
- aaa. *Tate v. Wyatt Field Services Co.*, Alameda County Superior Court Case No. RG 10-522846;
- bbb. *Becerra, et al. v. RadioShack Corporation*, United States District Court, Northern District of California, Case No. C-11-cv-03586 YGR;
- ccc. *Vasquez, et al. v. Turnaround Welding Services, Inc.*, Contra Costa County Superior Court Case No. MSC12-00340;
- ddd. *Betten and Lafa v. Diamond Wireless, LLC*, United States District Court, Central District of California, Case No. 2:13-cv-02885 CBM;
- eee. *Martin v. AltairStrickland LLC*, Alameda County Superior Court Case No. RG11 575618;
- fff. *Miller v. Southwest Airlines Co.*, United States District Court, Northern District of California, Case No. C-12-cv-5978-CRB;
- ggg. *Nguyen v. Equilon Enterprises LLC*, United States District Court, Northern District of California, Case No. 4:12-cv-04650-YGR;
- hhh. *Saunders v. StubHub Inc.*, San Francisco County Superior Court Case No. CGC-12-517707;
- iii. *Oregel v. PacPizza, LLC*, Contra Costa County Superior Court Case No. MSC12-01454;

- 1 jjj. *Torres, et al. v. San Joaquin Community Hospital*, JAMS Case No.
2 1220043288;
- 3 kkk. *Hulsey v. San Joaquin Community Hospital*, JAMS Case No.
4 1210030884;
- 5 lll. *DeLeon, et al. v. NCR Corp.*, San Bernardino County Superior Court
6 Case No. CIVDS1403274;
- 7 mmm. *Springer, et al. v. Stanford Hospital and Clinics, et al.*, Los Angeles
8 County Superior Court Case No. BC470522;
- 9 nnn. *Ginn, et al. v. Certified Safety, Specialists LLC et al.*, Contra Costa
10 County Superior Court Case No. C11-0969;
- 11 ooo. *Clothier v. SPAR Marketing Services, Inc.*, Alameda County Superior
12 Court Case No. RG12-639317;
- 13 ppp. *St. Joseph Health System Medical Information Cases*, Orange County
14 Superior Court JCCP Case No. 4716;
- 15 qqq. *Everhart and Everhart v. Advantage Sales & Marketing, LLC*, Alameda
16 County Superior Court Case No. RG14-712100;
- 17 rrr. *Miller v. Hitachi America, Ltd.*, San Mateo County Superior Court Case
18 No. CIV 526430;
- 19 sss. *Johnson and Storey v. Mobility Plus Transportation LLC, et al.*, San
20 Francisco County Superior Court Case No. CGC-13-532872;
- 21 ttt. *Tripp and Solberg v. Crossmark, Inc., et al.*, United States District Court,
22 Northern District of California, Case No. 3:12-cv-04818-NC.
- 23 uuu. *McCabe, et al. v. Six Continents Hotels, Inc.*, United States District
24 Court, Northern District of California, Case No. 12-cv-04818-NC;
- 25 vvv. *Wheelock v. Hyundai*, Orange County Superior Court, Case No: 30-
26 2011-00522293-CU-BT-CJC;
- 27 www. *Roberts v. Wyndham Hotel and Resorts LLC, et al.*, United States District
28 Court, Northern District of California, Case No. 5:12-cv-05083-PSG;
- xxx. *Castillo, et al. v. Seagate Technology LLC*, United States District Court,
 Northern District of California Case No. 3:16-cv-01958-RS;
- yyy. *Halkola v. Fisher, Sand & Gravel Co.*, Alameda County Superior Court,
 Case No. RG17844100;
- zzz. *Ashlock, et al. v. Sunrun, Inc., et al.* San Francisco County Superior
 Court CGC-17-557027;

- aaaa. *Spitzer v. FRHI Hotels and Resorts (Canada) Inc.*, San Bernardino County Superior Court Case No. CIVDS1712220;
- bbbb. *Matthews v. eHealthinsurance Services, Inc.*, Santa Clara County Superior Court Case No. 17CV305656;
- cccc. *Crowley, et al. v. Central Transport LLC*, San Bernardino Case No. CIVDS1604546;
- dddd. *Alfinito v. Loop Transportation*, San Francisco County Superior Court Case No. CGC-17-556677;
- eeee. *Rabanal v. P.F. Chang's China Bistro, et al*, Alameda County Case No. RG17851208;
- ffff. *Kindt and Pappas v. Aerovias de Mexico, S.A. de C.V., et al*, San Bernardino County Case No. CIVDS1809416;
- gggg. *Duke v. Jacobs Engineering Group Inc., et al.*, San Bernardino Superior Court Case No. CIVDS1703459;
- hhhh. *O'Leary v. Youngevity International, Inc.*, San Diego County Superior Court Case No. 37-2017-00045550-CU-BT-CTL;
- iiii. *Kindt v. Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V., et al.*, Napa County Superior Court Case No. 19CV000373;
- jjjj. *Docter v. Accor Management US Inc.*, San Joaquin County Superior Court Case No. STK-CV-UBT-2019-0000147;
- kkkk. *Clothier v Spar Group, Inc.*, Alameda County Superior Court Case No. RG18926494;
- llll. *Pennywell-Foster v. IMKO Workforce Solutions, et al.*, Sacramento County Superior Court Case No. 34-2019-00252683;
- mmmm. *Stohs, et al. v. Samsonite Company Stores, LLC*, Alameda County Superior Court Case No. RG19001392;
- nnnn. *Casarez v. Chemtrade West US LLC*, Alameda County Superior Court Case No. RG19008007;
- oooo. *Butler v. Apple Inc.*, Santa Clara County Superior Court Case No. 1-14-cv-262989;
- pppp. *Gomez v. Pinnacle Workforce Logistics*, San Bernardino County Superior Court Case No. CIVDS1804163;
- qqqq. *Vilitchai, et al. v. Ametek Programmable Power, Inc.*, San Diego County Superior Court Case No. 37-2015-00025968-CU-OE-CTL;
- rrrr. *Madrid, et al. v. Golden Valley Health Centers*, Merced County Superior Court Case. No. 20Cv-01484;

- ssss. *Curtis v. Aegis Treatment Centers, LLC*, Shasta County Superior Court Case No. 193712;
- tttt. *Vallimont v. Westat, Inc.*, Sacramento County Superior Court Case No. 34-2019-00264440-CU-OE-GDS;
- uuuu. *Millay v. Napaidence OPCO, LLC*, Napa County Superior Court Case No. 19CV001903;
- vvvv. *Gutierrez v. Brand Energy of California, Inc.*, Alameda County Superior Court Case No. RG17846239;
- www. *Harrington v. Forbes Security, Inc.*, San Francisco County Superior Court Case No. CGC-20-584155;
- xxxx. *Sica and Ellis v. Construction & Turnaround Services, L.L.C.*, United States District Court, Northern District of California Case No. 4:21-cv-0188-JSW;
- yyyy. *Clark-Alonso v. Southwest Airlines Co.*, Merced County Superior Court Case No. 21 CV-02475;
- zzzz. *Zuckerbraun v. Flour Maintenance Serv., Inc.*, Alameda County Superior Court Case No. RG20054385;
- aaaa. *Sica v Madison Industrial Serv. Team, Ltd Partnership*, United States District Court, Northern District of California Case No. 4:20-cv-08347-KAW;
- bbbbb. *Hernandez v. Chino Commercial Bank*, San Bernardino County Superior Court Case No. CIVDS1922849;
- cccc. *Espinoza, et al. v. Dedicated Bldg. Serv. LLC*, Los Angeles County Superior Court Case No. 20STCV03569;
- ddddd. *Ellis, et al. v. Harder Mechanical Contractors, Inc.*, United States District Court, Northern District of California Case No. 4:21-cv-00844-JSW;
- eeee. *Macomber v. Dermalogica, LLC*, San Diego County Superior Court Case No. 37-2020-00020451- CU-BT-CTL; and
- ffff. *Harrington, et al. v. Creative Security Company, Inc.*, Alameda County Superior Court Case No. RG21095377.

Factual and Procedural Background:

5. A true and correct copy of the Stipulation of Class Action and Private Attorney General Act Settlement and Release (“Stipulation”) entered into by the *Martinez* Plaintiffs and

1 Plaintiff Jonathan Lilla, the plaintiff in *Lilla, et al. v. Cascade Drilling, L.P.*, Contra Costa case
2 number R C-21 01568, and Cascade Drilling, L.P. (“Defendant” or “Cascade”) is attached hereto
3 as **Exhibit 1**. Plaintiffs Martinez, Williams, and Lilla shall be referred to collectively as
4 “Plaintiffs” or “Class Representatives.” The Stipulation is discussed below.

5 6. On March 3, 2021, the *Martinez* Plaintiffs filed their initial putative class action
6 complaint in Alameda County Superior Court and the operative First Amended Complaint on
7 April 13, 2021. The case is entitled *Martinez, et al. v. Cascade Drilling, L.P.* and assigned case
8 number RG21090743 (“*Martinez*”). The *Martinez* Plaintiffs brought the action on behalf of
9 themselves and other former and current California employees who have worked for Defendant as
10 non-exempt field employees on various projects in California. *Martinez* alleges that Defendant
11 uniformly failed to pay wages, including the minimum wage and overtime, for all pre- and post-
12 shift work time and mandatory time spent between projects, did not provide timely, off-duty meal
13 periods, fails to authorize and permit timely rest breaks, provided inaccurate wage statements, and
14 did not pay all wages due upon separation of employment. Based on that conduct, *Martinez*
15 alleges that Defendant violated California Labor Code §§ 201-203, 204b, 226(a), 226.3, 226.7,
16 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, Wage Order 16, and Business and
17 Professions Code §§ 17200, *et seq.* *Martinez* also alleges representative Private Attorneys
18 General Act, Labor Code §§ 2698, *et seq.*, (“PAGA”) claims on behalf of all aggrieved
19 employees and California’s Labor and Workforce Development Agency (“LWDA”).

20 7. On July 29, 2021, Plaintiff Lilla filed a putative class action alleging the same or
21 very similar claims against Defendant in Contra Costa County Superior Court (“*Lilla*”). *Lilla*
22 also alleges that Defendant did not reimburse the field workers for business expenses that they
23 incurred performing their duties in violation of Labor Code § 2802 and record-keeping violations
24 of Labor Code §1174.

25 8. The Alameda Superior Court issued an order coordinating the *Martinez* and *Lilla*
26 actions (collectively, the “Actions”) on April 19, 2022 and the coordinated matter was assigned
27 JCCP Case No. 5215.
28

9. Defendant has vigorously denied all of the allegations in both Actions in their entirety. To date, no class has been certified and no court has made any findings that Defendant engaged in any wrongdoing or in any wrongful conduct or otherwise acted improperly or in violation of any state law, rule or regulation, with respect to the issues presented in the litigation.

Keller Grover's work litigating and settling this action:

10. Prior to filing this action, I and other attorneys at my firm and co-counsel Capstone Law APC expended time and effort in investigating, researching and preparing the *Martinez* action for litigation. Counsel investigated and researched the named Plaintiffs' potential Labor Code claims, both in the individual context and as putative class claims. My firm drafted and filed the *Martinez* complaint and later the First Amended Complaint.

11. The Parties exchanged documents and written discovery. I and other attorneys in my firm drafted the *Martinez* Plaintiffs' discovery requests and assisted Plaintiffs in drafting their responses to Defendant's written discovery requests. I and other attorneys in my firm reviewed the written responses and documents that Defendant produced.

12. During the discovery process, and after Defendant obtained 179 purported settlement agreements from individual putative class members, the Parties began discussing a possible settlement and ultimately agreed to participate in a joint mediation addressing both Actions.

13. Working with co-counsel, Robert Spencer, an attorney at my firm, and I drafted a detailed mediation information request, which we sent to Defendant in preparation for mediation. In response to that request, Defendant informally provided information and documents necessary for Plaintiffs to engage in settlement discussions.

14. In preparation for the mediation, Class Counsel reviewed and analyzed the relevant documents and information that Defendant provided in formal discovery and informally, including:

(A) The number of Class Members:

o There are 685 Class Members who worked 46,162 Workweeks, of which 29,311 were Qualifying Workweeks,

i.e., total Workweeks less the weeks covered by the purported releases with the Pick Up Stix Settlement Group

- o There are an estimated 16,851 weeks worked by the members of the Pick Up Stix Settlement Group covered by the purported settlement agreements

(B) The number of PAGA Members:

- o There are 258 PAGA Members
- o PAGA Members worked a total of approximately 14,277 Qualified Pay Periods during the PAGA liability period

(C) 168 Class Members signed purported releases of their claims in the *Martinez* and *Lilla* actions.¹

- o Defendant paid \$119,500 to the Pick Up Stix Settlement Group.
- o Prior to final approval, Defendant discovered a calculation error showing that \$119,500, not \$132,000, had been paid to the Pick Up Stix Settlement Group as reflected in paragraph 12 of the Stipulation. Accordingly, the Gross Settlement Amount will now include \$1,480,500 in “new money” (an increase from the \$1,468,000 referenced in paragraph 12 of the Stipulation) to ensure that Defendant has paid the full \$1,600,000 of the Gross Settlement Amount.

15. Armed with sufficient information and data, the Parties were able to engage in informed, arm’s length negotiations of possible settlement alternatives and were able to reach a resolution of their dispute. On May 20, 2022, the Parties participated in an all-day joint mediation session with skilled mediator Jill R. Sperber, Esq., who has significant experience mediating wage and hour class actions. The Parties reached a tentative agreement to resolve the matter at the mediation, subject to the Court’s approval. All terms of the Parties’ settlement are set forth in the Stipulation.

16. Following the mediation, and working with co-counsel, Robert Spencer and I drafted a detailed, formalized settlement agreement and exhibits and negotiated the language and

¹ Those Class Members are referred to as the “Pick Up Stix Settlement Group” in the Stipulation. Ex. 1 at ¶ 23. See *Chindarah v. Pick Up Stix, Inc.* (2009) 171 Cal.App.4th 796.

1 terms with counsel for Defendant until the Stipulation and its exhibits were finalized and
2 executed.

3 17. On November 30, 2022, Plaintiffs moved for preliminary approval of the
4 settlement. My firm drafted and filed the motion for preliminary approval of the proposed class
5 action and PAGA action settlement and supporting papers.

6 18. The Court preliminarily approved the settlement on March 3, 2023. A true and
7 correct copy of the (“Preliminary Approval Order”) is attached hereto as **Exhibit 2**.

8 19. After the entry of the Preliminary Approval Order, Robert Spencer and I have
9 spent time speaking with Class Members and interacting with Defense Counsel and the
10 Settlement Administrator on notice and settlement administration issues. We expect to spend
11 additional time working with Defense Counsel, the Settlement Administrator, speaking with
12 Class Members, finalizing this motion, preparing and filing the final approval motion, and
13 preparing for and attending the final fairness hearing.

14 **Preliminary approval and the notice process:**

15 20. Pursuant to the Court’s Preliminary Approval Order and the Stipulation, the
16 Settlement Class consists of all persons who worked for Defendant as non-exempt, hourly
17 employees in California at any time from September 6, 2016 through June 30, 2022. The Class
18 Period is from September 6, 2016 through June 30, 2022, inclusive. The members of the
19 Settlement Class also are referred to as the “Class Members.”

20 21. As approved by the Preliminary Approval Order, the Stipulation provides that
21 “PAGA Members” are all persons who worked for Defendant as non-exempt, hourly employees
22 in California at any time from February 4, 2020 through June 30, 2022. The PAGA Period is from
23 February 4, 2020 through June 30, 2022, inclusive.

24 22. The Preliminary Approval Order defines the Pick Up Stix Settlement Group as
25 “those Participating Class Members who signed a release of claims asserted in” the Actions.
26 Participating Class Members are those Settlement Class Members who do not opt out of the
27 settlement.
28

23. The notice procedure set forth in the Stipulation and approved in the Court’s Preliminary Approval Order required the Court-approved Settlement Administrator, Simpluris, Inc. (“Simpluris”), to distribute notice of the class settlement through U.S. mail.

24. Eric Springer of Simpluris has submitted a declaration providing details of the notice and Class Member responses to date. The Declaration of Eric Springer Regarding Notice and Settlement Administration (“Simpluris Declaration”) is being filed concurrently herewith.

25. Set forth below is a summary of the information contained in the Simpluris Declaration.

26. In accordance with the Preliminary Approval Order, Defendant provided Simpluris with a list of 685 current and former employees who met the class definition and their contact information. On March 20, 2023, Simpluris mailed the Court-approved Notice of Class Action Settlement (“Notice”) via U.S. mail to the 685 Class Members on the class list.

27. 63 Notices were returned by the Post Office. Simpluris was able to locate an updated address for 32 of the returned Notices. Ultimately, all but 31 of the Notices were delivered; a 95% success rate for the mailing.

28. All Class Members had 45 days from the date that Simpluris initially mailed the Notice to them to opt out of or object to the settlement. The deadline to opt out or object was May 4, 2023. Simpluris has received no objections, timely or late. Simpluris has received only one request for exclusion, timely or late. Class Counsel has not received any objections, timely or late.

29. The Notice provided Class Members with information on how to dispute the number of Qualifying Workweeks stated on their individualized Notice. One Class Member disputed the number of Qualifying Workweeks from Defendant’s records that was pre-printed on his Notice. Simpluris worked with the Defendant to resolve the dispute and Simpluris has informed the Class Member that the dispute was not valid.

30. The Class Members did not have to file a claim to participate in the settlement. Because only one Class Member opted out of the settlement, the average individual gross settlement payment to be paid to the 684 Participating Class Members will be approximately

1 \$1,125.24 and the highest individual gross settlement payment to be paid will be approximately
2 \$8,172.

3 **Class Counsel's Assessment of the Fairness of the Settlement:**

4 31. Based on my years of experience and my own independent investigation and
5 evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in
6 the Stipulation is fair, reasonable, and adequate and it is in the best interests of the settlement
7 class in light of all known facts and circumstances and the expenses and risks inherent in
8 litigation. I am familiar with many class action settlements involving employment issues and
9 have a strong understanding of the trends in the value of settlements. I also have personally
10 settled multiple class action cases involving allegedly unpaid off the clock, meal period, rest
11 break, and expense reimbursement practices. Based on that knowledge, I am of the opinion the
12 settlement is fair, reasonable and adequate and is in the best interests of the Class Members.

13 32. The Stipulation sets forth all terms of the agreement reached by the Parties. The
14 settlement is a good compromise for the damages of absent Class Members. The settlement
15 provides that Defendant will pay a Gross Settlement Amount ("GSA") of \$1,600,000, plus the
16 employer-side payroll taxes, to resolve the claims covered by the settlement. Included in the
17 GSA is the \$119,500 already paid by Defendant to the Pick Up Stix Settlement Group as a direct
18 result of the filing of the Actions. The settlement is non-reversionary.

19 33. After subtracting out the amounts allocated to pay the costs of administration
20 (\$10,000), Class Counsel's fees (up to \$533,333) and actual out-of-pocket costs and expenses
21 (which are estimated not to exceed \$25,000), the Class Representatives' Service Awards (up to
22 \$30,000 combined), the LWDA's portion of the PAGA Settlement Amount (\$75,000), and the
23 PAGA Member's portion of the PAGA Settlement Amount (\$25,000), all of which are subject to
24 the Court's approval, the Net Settlement Amount ("NSF") is estimated at \$769,667. Because
25 only one Class Members opted out, the NSA will be divided amongst the 684 Participating Class
26 Members based on the formula set forth in the Stipulation and summarized below.

27 34. The Parties have agreed to allocate \$100,000 of the GSA to settle the PAGA
28 claims, referred to as the PAGA Payment. Labor Code § 2699(i) requires that the LWDA

1 receive 75% (\$75,000) of the PAGA settlement amount and PAGA Members receive 25%
2 (\$25,000).

3 35. The Stipulation provided all Class Members with the opportunity to request
4 exclusion from the settlement or to object to the settlement terms. Class Members had until May
5 4, 2023, the Response Deadline, to opt out or object, which was 45 calendar days after the
6 Settlement Administrator first mailed the Notice of Class Action Settlement (“Notice”).
7 Simpluris reports that it has received a single opt out from the settlement and zero objections to
8 the settlement, timely or late. Class Counsel has received objections, timely or late.

9 36. The Stipulation provides that NSF will be distributed proportionally based on the
10 number of Qualifying Workweeks each Class Member worked during the Class Period. To
11 determine each Participating Class Member’s estimated Individual Settlement Payment from the
12 NSF, the Settlement Administrator will first determine the number of Qualifying Workweeks by
13 subtracting the total number of Pick Up Stix Workweeks² from the total number of Workweeks.
14 The NSF will then be allocated to Class Members by dividing the remaining NSF by the
15 aggregate total number of Qualifying Workweeks, resulting in the “Workweek Value.” All Class
16 Members will be credited with at least one Qualifying Workweek during the Class Period,
17 including members of the Pick Up Stix Settlement Group. Each Class Member’s Individual
18 Settlement Payment from the NSF will be calculated by multiplying that Class Member’s total
19 number of Qualifying Workweeks by the Workweek Value. The Individual Settlement Payment
20 will be reduced by any required deductions for each Participating Class Member as specifically
21 set forth in the Stipulation, including employee-side tax withholdings or deductions.

22 37. Settlement Class Members were not required to submit a claim to receive an
23 Individual Settlement Payment from the NSF.

24 38. Because only one Class Member opted out, the average Individual Settlement
25 Payment from the NSF will be approximately \$1,125.24. For the reasons explained here,
26

27 ² “Pick Up Stix Workweeks” are defined as “those Workweeks that are covered by the releases
28 signed by the Pick Up Stix Settlement Group.” Ex. 1 at ¶ 25.

1 including the various defenses and other risks of litigation, the proposed settlement amount is
2 reasonable under the circumstances.

3 39. To distribute the 25% allocated to the PAGA Members, the Settlement
4 Administrator will distribute payments from the PAGA Fund according to the formula set forth
5 in the Stipulation. The Settlement Administrator will divide the PAGA Fund by the aggregate
6 total number of Qualifying Workweeks, resulting in the “PAGA Workweek Value.” Each PAGA
7 Member’s Individual Settlement Payment from the PAGA Fund will be calculated by
8 multiplying each individual PAGA Member’s total number of Qualifying Workweeks by the
9 PAGA Workweek Value. All PAGA Member shall be credited with at least one Qualifying
10 Workweek during the PAGA Period. The entire PAGA Fund will be disbursed to all PAGA
11 Members.

12 40. Each Participating Class Member and PAGA Member will receive an Individual
13 Settlement Payment in one settlement check that will include the person’s individual settlement
14 payment from the NSF and individual settlement payment from the PAGA Fund if the person is
15 eligible for both.

16 41. Prosecution of this case resulted in tangible benefits for the Class Members in the
17 following respects. Through this settlement: (1) Participating Class Members will receive their
18 recoveries now as opposed to waiting additional time for the same, or possibly a worse, result;
19 (2) Participating Class Members will receive a guaranteed result that compares favorably with
20 other similar class action settlements of this type; and (3) settlement at this juncture will translate
21 into significant savings in Class Counsel’s fees and costs which inevitably would have increased
22 had the case progressed through trial, appeals, etc.

23 42. Notably, Defendant has legal and factual grounds for defending this action,
24 creating significant risk to the Class Members in continuing the litigation. Defendant, for
25 example, asserts that it has complied at all times with the California Labor Code, the California
26 Wage Orders, and all applicable California state law. Defendant asserts that Class Members
27 worked in the field largely without direct supervision and were thus responsible for making sure
28 they turned in accurate time sheets and took timely meal periods and rest breaks. Defendant

1 further asserts it paid Class Members for all time worked. Defendant also asserts that it did not
2 knowingly or willfully fail to provide compliant meal and rest breaks. Defendant also points out
3 that a level of willfulness is required to impose liability in connection with the waiting time
4 penalty claim and that Plaintiffs will not be able to establish willfulness. In addition, Defendant
5 argues that no Class Member suffered any damages related to the issuance of wage statements
6 and the Plaintiffs will be unable to prove that any Labor Code § 226(a) violation was a “knowing
7 and intentional failure,” a necessary element for the award of statutory damages under Labor
8 Code § 226(e).³ Defendant argues that it had a clear expense reimbursement policy and that it is
9 an open question of law whether an employer is required to provide safety footwear.

10 43. Also, Defendant has argued that, even if Plaintiffs succeed, it will be able to
11 convince the court to reduce the amount of PAGA penalties awarded, which Plaintiffs recognize
12 is a substantial risk as courts have authority to set PAGA penalty amounts under Labor Code §
13 2699(e)(2). See paragraph 30 of my November 30, 2022 declaration submitted in support of
14 preliminary approval, listing cases in which courts reduced PAGA penalties significantly from the
15 amount sought.

16 44. This case also involved a risk that Defendant would have resumed its Pick Up Stix
17 release program. From a certification standpoint, Defendant argues, among other things, that
18 because of the unique circumstances surrounding each individual putative class member’s alleged
19 overtime work, missed meal periods and missed rest breaks, individual issues would preclude
20 certification.

21
22
23
24 ³ See e.g., *Mays v. Wal-Mart Stores, Inc.* (9th Cir. 2020) 804 F. App’x 641, 644 (reversing class
25 certification of a wage statement class after concluding that the class representative’s receipt of a
26 pay stub with only a minor discrepancy in the employer’s name was not the type of injury-in-fact
27 required for Article III standing and, as a result, she could not represent the putative class);
28 *Roadrunner Intermodal Servs., Ltd. Liab. Co. v. T.G.S. Transp., Inc.* (E.D. Cal. Aug. 21, 2019)
No. 1:17-cv-01207-DAD-BAM, 2019 U.S. Dist. LEXIS 142321, at *50 (finding that the
employer’s error on a wage statement was unintentional and therefore it was not liable under
Labor Code § 226(e)).

1 45. Taking Defendant’s proposed defenses into account, I believe the settlement offers
2 the Participating Class Members the opportunity to obtain a monetary settlement payment now,
3 avoiding the risks that Defendant might succeed in any of its arguments.

4 46. Exemplifying the overwhelming support that the absent Class Members have
5 demonstrated for this settlement is the fact that not a single one of the 685 Class Members has
6 objected to the settlement and only one has opted out. The absolute lack of objections and single
7 opt-out speaks volumes about the fairness, reasonableness and adequacy of this settlement.

8 **Residual funds:**

9 47. Settlement checks mailed out to Participating Class Members and PAGA Members
10 shall be valid for 180 days from the date of issuance. The settlement provides that, after that
11 time period, any funds represented by undeliverable or uncashed checks issuance will be
12 tendered to Worksafe. Worksafe is a California-based organization dedicated to promoting and
13 protecting the basic right of all people to a safe and healthy workplace. See Worksafe’s website:
14 <https://worksafe.org/>. The Parties agree that this results in no unpaid residual under California
15 Civil Procedure Code § 384, as the entire NSF will be paid out to the Participating Class
16 Members.

17 **Suitability of the Settlement Class for Certification**

18 48. To date, no class has been certified. The Stipulation reached among the Parties
19 contains a provision pursuant to which the Parties stipulate to the Court’s provisional
20 certification of the settlement Class, but do so for purposes of this settlement only.

21 49. As proposed Class Counsel, I believe that Plaintiffs could successfully prove that
22 this action meets the requirements of class certification; however, I understand that Defendant’s
23 counsel disagrees.

24 50. The proposed Settlement Class is ascertainable. The class definition, the total
25 class size and the means for identifying the class members determine whether the Settlement
26 Class is ascertainable. In this case, the members of the proposed Settlement Class are
27 identifiable from Defendant’s records. Further, the size of the proposed Class is sufficiently
28

1 numerous to warrant certification. According to Defendant's records, there are 685 proposed
2 Class Members.

3 51. The proposed Class Members' claims all stem from a common set of
4 circumstances. All of the Class Members worked for Defendant in California during the relevant
5 time period. Plaintiffs contend that all Class Members worked as nonexempt employees for
6 Defendant throughout California and were subject to Defendant's uniform practices and policies,
7 including those regarding compensation for unpaid off the clock time, meal periods, rest breaks,
8 and unreimbursed expenses. Those uniform off the clock pay policies and practices and meal
9 period and rest break policies and expense reimbursement practices are at the core of Plaintiffs'
10 allegations that Defendant violated the Labor Code and create questions of law and fact common
11 to all Class Members. All Class Members seek the same legal remedies under the same state
12 laws. Common questions regarding Defendant's off the clock pay, meal period, rest break, and
13 expense reimbursement policies and practices are among the key issues that will determine
14 Defendant's alleged liability to the proposed Class. Plaintiffs contend that common questions
15 will predominate over any individual questions that may arise. Under these circumstances, the
16 requirements that common questions of law and/or fact exist among the proposed Class
17 Members and will predominate over individual questions are satisfied for purposes of certifying
18 the proposed Class Members for settlement.

19 52. Plaintiffs Martinez, Williams and Lilla, the proposed class representatives, worked
20 in the field for Defendant at client sites in California and were subject to Defendant's uniform
21 policies and practices regarding compensation for off the clock time, meal periods, rest breaks,
22 and unreimbursed expenses like all of the Class Members. Thus, Plaintiffs' claims and the Class
23 Members' claims arise from the same course of conduct.

24 53. Plaintiffs also have demonstrated that they will aggressively and competently
25 assert the interests of the Class Members. Plaintiffs have retained competent counsel
26 experienced in litigating class action claims in the wage and hour context, including those in
27 which collective bargaining agreements are at issue.
28

Class Representative Service Awards/General Release Payments:

54. It is appropriate to recognize the contribution of Plaintiffs Martinez, Williams and Lilla in prosecuting this litigation. I am of the opinion that it is fair and reasonable that Plaintiffs Martinez, Williams and Lilla each receive a \$10,000 enhancement payment. Plaintiffs are the proposed Class Representatives for the putative class members and have actively and aggressively represented them throughout this litigation. Plaintiffs were essential elements in the successful prosecution and ultimate settlement of this case and were always available to provide their input on the litigation, gather evidence, and provide other information that proved critical to the prosecution.

55. The proposed enhancements are fair given the respective amounts of time and effort each Plaintiff spent on assisting in the prosecution of this case and the personal hardship and pressure faced as a result of filing this lawsuit against his former employer. In addition, Plaintiffs will provide a general release of their claims against Defendant, which is much broader than the limited release that will apply to the Settlement Class Members. Each of the Plaintiffs is providing a declaration outlining his efforts on behalf of the Class Members.

Attorneys' Fees and Costs:

56. Class Counsel is seeking a fee award of \$533,333 which is 33.33% of the total amount that Defendant is required to pay to fund the settlement (including the \$119,500 already paid by Defendant to the Pick Up Stix Settlement Group as a direct result of the filing of the Actions) not including the amount that it will pay for the employer's share of payroll taxes. The percentage sought is reasonable because it is within the range for fee awards in similar common fund settlements and in light of the risks Class Counsel undertook in accepting this case given its contingent nature, the quality of the representation we provided to the Class, the results achieved, and the preclusion of other employment, as discussed below.

57. Furthermore, the reasonableness of the percentage requested is confirmed by a cross-check under the lodestar method, as the following information regarding Keller Grover's hourly rates and time spent demonstrates.

58. Through May 25, 2023, attorneys at Keller Grover LLP spent a total of 441.10 hours litigating this case engaged in the litigation activities discussed above, along with other necessary tasks required to litigate the putative class action listed below. I expect that attorneys at Keller Grover and co-Class Counsel will spend at least another 15 hours finalizing this motion, preparing for and participating in Final Approval Hearing, speaking with Class Members and dealing with settlement administration issues, both pre- and post-final approval. The necessary tasks in which the attorneys in my firm have engaged while litigating this action include:

- Communicated with the Plaintiff Martinez and Williams before filing the action to evaluate their concerns.
- Conducted pre-filing legal research and analysis.
- Drafted the original complaint and the First Amended Complaint in *Martinez*.
- Drafted Plaintiffs' mediation information request.
- Analyzed the data and documents produced by Defendant.
- Prepared damage calculations.
- Prepared for and attended an all-day mediation session.
- Drafted the MOU.
- Drafted the long-form settlement agreement.
- Drafted the preliminary approval motion.
- Attended hearings for the motions mentioned above.
- Handled all court filings in *Martinez* and after the *Martinez* and *Lilla* actions were consolidated.
- Communicated with counsel for Defendant concerning all aspects of the litigation.
- Worked extensively with the court-approved settlement administrator.
- Communicated with Class Members.
- Communicated with Plaintiffs throughout the litigation and settlement process.

59. The following chart summarizes the hours expended by Class Counsel at Keller Grover LLP in connection with this litigation through May 25, 2023:

NAME	POSITION	BAR	RATE	HOURS ⁴	BILLING
		ADMISSION			
Eric A. Grover	Partner	1988	\$950	82	\$77,900
Elizabeth Acevedo	Sr. Associate	2003	\$675	69.60	\$46,980
Robert Spencer	Sr. Associate	2005	\$675	289.50	\$195,412.50

Total Lodestar:

\$320,292.50

60. The rates used to calculate our attorneys' fees in this case are our current 2023 rates. My partner and I periodically establish hourly rates for all billable personnel in my firm. We set the rates based on our regular and on-going monitoring of prevailing market rates in the San Francisco Bay Area for attorneys of comparable skill, experience, and qualifications. In doing so, we obtain information concerning market rates from other attorneys in the area who perform comparable litigation, including the prosecution or defense of complex and/or class action litigation, from conversations with attorneys who are involved in fee litigation, from reviewing fee applications that are submitted in other cases (which report the billing rates of attorneys practicing in other firms), and the orders approving or disapproving them. We set the billing rates for our firm to be consistent with prevailing market rates in the private sector in the Bay Area for attorneys of comparable skill, qualifications and experience, but not at the higher or most aggressive end of the spectrum despite our belief that our work product and efficiency and general quality of representation is at the upper end of that continuum.

61. My reasonable hourly rate for this matter is \$950 per hour. This rate is based on my 30 years of experience and substantial involvement in class actions, including serving as lead or co-lead counsel in scores of employment, consumer, and privacy class and representative actions.

⁴ In an exercise of billing judgment, time entries have been rounded down and other time entries eliminated. Attorney time records are attached hereto as **Exs. 3, 4, and 5**.

62. Elizabeth A. Acevedo, Esq. is a 2003 graduate of the University of Southern California Gould School of Law and, throughout her career, has represented plaintiffs in employment, consumer, privacy and securities class actions. Ms. Acevedo worked at Keller Grover for approximately 12 years through 2019 and continued to work for the firm in an Of Counsel capacity until she recently returned to the firm. Ms. Acevedo's current reasonable hourly rate is \$675.

63. Robert W. Spencer, Esq. is a 2005 graduate of the Loyola Law School of Los Angeles. Mr. Spencer has spent his entire career at Keller Grover LLP and specializes in representing plaintiffs in consumer, privacy, and employment class and representative actions. Mr. Spencer's current reasonable hourly rate is \$675.

64. Keller Grover's rates are in line with Bay Area attorney rates.

65. Recent Northern District case law describing hourly rates by comparable attorneys in similar complex class actions supports that Plaintiff's Counsel's fee request is within the range of the Bay Area market. *See e.g., Acosta v. Frito-Lay, Inc.* (N.D. Cal. May 14, 2018) No. 15-cv-02128-JSC, 2018 U.S. Dist. LEXIS 75998, at *37-39 (finding rates in wage and hour class action between \$330 and \$890 to be reasonable); *Nitsch v. DreamWorks Animation SKG Inc.* (N.D. Cal. June 5, 2017) No. 14-cv-04062-LHK, 2017 U.S. Dist. Lexis 86124, at *32-33 (finding rates of lead counsel between \$870 and \$1,200 per hour reasonable and rates between \$275 and \$750 for other counsel to be reasonable); *O'Bannon v. NCAA* (N.D. Cal. July 13, 2015) No. 09-cv-03329-CW (NC), 2015 U.S. Dist. LEXIS 91514, at * 14 (finding similar range of hourly rates in 2015 from \$985 to \$250 for class counsel experienced in complex class actions to be reasonable); *Williams v. SuperShuttle Int'l, Inc.* (N.D. Cal. Feb. 12, 2015) No. 12-CV-06493-WHO, 2015 U.S. Dist. LEXIS 19341, at *5 (finding similar range of hourly rates in 2015 from \$750 to \$325) for class counsel experienced in complex employment class actions to be reasonable).

66. The following cases looking at rates between six and nine years ago also support Class Counsel's rates: *Steinfeld v. Discover Fin. Servs.* (N.D. Cal. Mar. 31, 2014) No. C 12-01118 JSW, 2014 U.S. Dist. LEXIS 48540, at **4-5 (finding similar range of hourly rates (from

\$725 to \$415) for class counsel experienced in complex consumer class actions to be reasonable and comparable to rates of attorneys doing similar work in the Bay Area community); *Vedachalam v. Tata Consulting Serv. Ltd.* (N.D. Cal. July 18, 2013) No. C 06–0963 CW, 2013 U.S. Dist. LEXIS 100796, at *8 (finding similar range of hourly rates (from \$725 to \$425) of class counsel experienced in complex employment and consumer class actions to be reasonable and comparable to rates charged by other attorneys in the field); *Bolton v. U.S. Nursing Corp.* (N.D. Cal. Oct. 18, 2013) No. C 12–4466 LB, 2013 U.S. Dist. LEXIS 150299, at *14-15 (approving similar range of hourly rates (from \$725 to \$395) in complex class action); *Greko v. Diesel U.S.A., Inc.* (N.D. Cal. Apr. 26, 2013) No. 10-CV-02576 NC, 2013 U.S. Dist. LEXIS 60114, at *35 (approving similar range of hourly rates (from \$700 to \$300) for attorneys experienced in employment class action field); *Wren v. RGIS Inventory Specialists* (N.D. Cal. April 01, 2011) 2011 U.S. Dist. LEXIS 38667, at **52-62 (approving similar range of hourly rates (from \$725 to \$250) in complex employment class action, citing the multiple declarations by counsel and other Bay Area plaintiffs’ attorneys who affirmed the rates were at market).

67. Keller Grover’s lodestar through May 25, 2023 is \$320,292.50.

68. Co-Class Counsel’s lodestar is \$282,847.50, as explained in the Declarations of Raul Perez and Edwin Aiwazian.

69. Future work will incur approximately \$12,000. Including the anticipated future work, the requested attorneys’ fees of \$533,333 represents a negative multiplier on the total anticipated final lodestar of \$615,140.

70. Contingent Nature of Case and Risk to Counsel: Class Counsel anticipates that this Court can appreciate that litigating a class action case against corporate defendants represented by excellent law firms is not appealing to many lawyers, particularly when the plaintiff’s lawyers will have to finance the litigation. This case was taken on a contingency basis and is not a case undertaken lightly. The risk of advancing costs in this type of litigation can be quite a burden.

71. Even with my extensive experience litigating class action cases, prosecuting these cases still carries a considerable amount of risk. This case involved significant uncertainty and

1 risk, both in not prevailing on the merits and in non-certification. Defendant disputes Plaintiffs'
2 ability to certify a class, prove class-wide liability for any violations of California Labor Code,
3 and obtain an award of damages for the class. The Parties therefore faced complicated legal
4 issues concerning class certification and establishing class liability.

5 72. Additionally, Defendant had embarked on a Pick Up Stix campaign in advance of
6 the mediation. Although Plaintiffs made efforts to attack the program, Defendant was permitted
7 to solicit release agreements. Before Defendant agreed to pause the campaign while the parties
8 went to mediation, 179 Class Members had signed purported releases. If no settlement was
9 reached, Defendant would have resumed the release campaign and undoubtedly would have
10 obtained additional releases. The settlement also provides additional compensation for the 179
11 Class Members who signed releases.

12 73. Quality of Representation and Results Achieved: The nature of class action work
13 and the expertise of the attorneys in my firm also justify our hourly rates as well. I and the
14 attorneys who worked on this case have expertise in representing employees in similar
15 employment-related class actions and representative PAGA actions and have provided the
16 Settlement Class with an exceptional quality of representation.

17 74. Because of that experience, we were able to resolve the action efficiently and
18 fairly and obtain significant monetary benefits for the Settlement Class Members, as described
19 above. The success achieved by the settlement supports Class Counsel's fee request.

20 75. Not a single Class Member has objected to the settlement and only one has chosen
21 to opt out. The overwhelming rate of acceptance of the settlement by the Class Members
22 supports Class Counsel's fee request.

23 76. Preclusion of Other Work: A practice like ours can only properly litigate a limited
24 number of cases at one time. The requirements of this case were significant. Had we not
25 reached a settlement with Defendant, the demands of litigating this case would have required a
26 significant portion of our resources. Thus, we were precluded from taking other cases due to the
27 demands of this case.
28

1 77. Class Counsel is requesting a fee award that equals 33.33% of the total maximum
2 settlement value, not counting the employer's share of payroll taxes. This fee award is supported
3 by a lodestar review and applicable case law. My experience in class actions as well as my
4 review of fee awards in similar actions support my conclusion that the fee request is reasonable
5 and in line with the common practice in this type of case.

6 **Class Counsel's Costs:**

7 78. Keller Grover LLP's costs to date are \$10,207.95 and include mediation fees,
8 filing fees, courier charges, legal research fees, conference call charges, and mailing charges.
9 These costs were reasonably incurred in litigating this matter. Keller Grover LLP expects to
10 incur additional costs of approximately \$300 through the rest of the case for filing fees and
11 service costs. A true and correct copy of an itemized list of costs incurred by Keller Grover to
12 date in this action is attached hereto as **Exhibit 6**.

13 79. Co-Class have incurred costs of \$3,307.21, as outlined in the Capstone and
14 Lawyers for Justice declarations. Class Counsel is thus requesting a total of \$13,815.16 in costs,
15 which is less than the maximum amount of costs estimated in the Notice.

16 80. Thus, Class Counsel is seeking \$533,333 in attorneys' fees and \$13,815.16 in
17 costs, a total of \$547,148.16.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct, and that this Declaration was executed on this 1st day of June 2023
20 at San Francisco, California.

21 
22 _____
23 ERIC A. GROVER

EXHIBIT 1

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

CASCADE DRILLING WAGE AND
HOUR CASES

JCCP No. 5215
**STIPULATION OF CLASS ACTION AND
PRIVATE ATTORNEY GENERAL ACT
SETTLEMENT AND RELEASE**

1 **STIPULATION OF CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT**
2 **SETTLEMENT AND RELEASE**

3 This Joint Stipulation of Class Action and Private Attorney General Act Settlement and Release
4 (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Eugene
5 Martinez, Robert Williams, and John Lilla (“Plaintiffs” or “Class Representatives”), as individuals and
6 on behalf of all others similarly situated, and Defendant Cascade Drilling, L.P. (“Defendant”)
7 (collectively with Plaintiffs, the “Parties”).

8 **DEFINITIONS**

9 The following definitions are applicable to this Settlement Agreement. Definitions contained
10 elsewhere in this Settlement Agreement will also be effective:

11 1. “Actions” means *Cascade Drilling Wage and Hour Cases*, No. JCCP 5215 (Alameda
12 County Superior Court); *Martinez v. Cascade Drilling, L.P.*, No. RG21090743 (Alameda County
13 Superior Court); and *Lilla v. Cascade Drilling, L.P.*, No. C21-01568 (Contra Costa County Superior
14 Court).

15 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
16 approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all out-of-pocket
17 costs incurred and to be incurred by Class Counsel in the Actions, including but not limited to
18 expert/consultant fees, investigation costs, and costs associated with documenting the Settlement,
19 providing any notices required as part of the Settlement or Court order, securing the Court’s approval of
20 the Settlement, administering the Settlement, and obtaining entry of a Judgment approving the
21 Settlement. Class Counsel will request attorneys’ fees not in excess of Five Hundred Thirty-Three
22 Thousand Three Hundred Thirty-Three Dollars (\$533,333). The Attorneys’ Fees and Costs will also
23 mean and include the additional reimbursement of any costs and expenses associated with Class
24 Counsel’s litigation and settlement of the Actions, up to Twenty-Five Thousand Dollars (\$25,000),
25 subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and
26 reimbursement of costs as set forth above.

27 3. “Class Counsel” means Keller Grover LLP, Capstone Law APC, and Lawyers for
28 Justice, P.C.

1 4. “Class and PAGA Members List” means a complete list of all Class Members and
2 PAGA Members that Defendant will diligently and in good faith compile from its records and provide to
3 the Settlement Administrator and Class Counsel within twenty (20) calendar days after Preliminary
4 Approval of this Settlement. The Class and PAGA Member List will be formatted in Microsoft Office
5 Excel and will include each Class Member’s and PAGA Member’s full name; most recent mailing
6 address and telephone number; Social Security number; dates of employment; the respective number of
7 Workweeks that each Class Member worked during the Class Period and each PAGA Member worked
8 during the PAGA Period; and any other relevant information needed to calculate settlement payments.

9 5. “Class Member(s)” or “Settlement Class” means all persons who worked for Defendant
10 as non-exempt, hourly employees in California at any time from September 6, 2016 through June 30,
11 2022. Defendant represents that there are approximately 686 Class Members.

12 6. “Class Period” means the period from September 6, 2016 through June 30, 2022.

13 7. “Class Representative Enhancement Payments” means the amounts to be paid to
14 Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class Members,
15 and for their general release of claims. Subject to the Court granting final approval of this Settlement
16 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of
17 Class Representative Enhancement Payments of up to Ten Thousand Dollars (\$10,000), each.

18 8. “Court” means the Alameda County Superior Court.

19 9. “Defendant” means Defendant Cascade Drilling, L.P.

20 10. “Effective Date” means the later of: (i) 60 calendar days plus two court days after the
21 date of Final Approval, provided no appeal is initiated by an any party; or (ii) if a timely appeal is
22 initiated by any party, then the Effective Date will be the date of final resolution of that appeal (including
23 any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the
24 Settlement.

25 11. “Final Approval” means the date on which the Court enters an order granting final
26 approval and judgment of the Settlement Agreement.

27 12. “Gross Settlement Amount” means the amount of One Million Six Hundred Thousand
28 Dollars (\$1,600,000), which includes One Million Four Hundred And Sixty Eight Thousand Dollars

1 (\$1,468,000) in “new money” in addition to the sum of \$132,000 which Defendant already paid out to
2 Class Members from December 2021 through April 2022 to obtain individual releases, to be paid by
3 Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes
4 all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement
5 Payments, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement
6 Amount has been agreed to by Plaintiffs and Defendant based on the aggregation of the agreed-upon
7 settlement value of individual claims. In no event will Defendant be liable for more than the Gross
8 Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the
9 Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer
10 payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall
11 not be paid from the Gross Settlement Amount.

12 13. “Individual Settlement Payment” means each Participating Class Member’s and PAGA
13 Member’s respective shares of the Net Settlement Fund and PAGA Fund.

14 14. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining
15 after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the
16 PAGA Settlement Amount, the Pick Up Stix Payment, and Settlement Administration Costs. The Net
17 Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the
18 Net Settlement Fund to Defendant.

19 15. “Notice of Objection” means a Class Member’s valid and timely written objection to the
20 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) a reference to one or
21 more of the Actions either by name or case number(s); (ii) the objector’s full name, signature, address,
22 and telephone number, (iii) a written statement of all grounds for the objection accompanied by any legal
23 support for such objection; (iv) copies of any papers, briefs, or other documents upon which the
24 objection is based; and (v) a statement whether the objector intends to appear at the Final Approval
25 Hearing.

26 16. “Class Notice Packet” means the Notice of Class Action Settlement, substantially in the
27 form attached as Exhibit A.

28 17. “LWDA Letter” means Plaintiffs Eugene Martinez’s and Robert Williams’ letter to the

1 LWDA dated February 4, 2021.

2 18. "PAGA Members" means all persons who worked for Defendant as non-exempt, hourly
3 employees in California at any time from February 4, 2020 through June 30, 2022. Defendant represents
4 that there are approximately 258 PAGA Members.

5 19. "PAGA Period" means the period from February 4, 2020 through June 30, 2022.

6 20. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to
7 the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with
8 Plaintiffs' claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
9 *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that One Hundred Thousand Dollars
10 (\$100,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to
11 PAGA, Seventy-Five Percent (75%), or Seventy-Five Thousand Dollars (\$75,000), of the PAGA
12 Settlement Amount will be paid to the California Labor and Workforce Development Agency ("Labor
13 and Workforce Development Agency Payment"), and Twenty-Five Percent (25%), or Twenty-Five
14 Thousand Dollars (\$25,000) ("PAGA Fund"), of the PAGA Settlement will be disbursed to PAGA
15 Members, regardless of whether they request to be excluded from the Settlement Class.

16 21. "Parties" means Plaintiffs and Defendant collectively.

17 22. "Participating Class Members" means all Class Members who do not submit timely and
18 valid Requests for Exclusion.

19 23. "Pick Up Stix Settlement Group" means those Participating Class Members who signed
20 a release of claims asserted in this Lawsuit.

21 24. "Pick Up Stix Payment" means the sum of the settlement payments made to the Pick Up
22 Stix Settlement Group, equal to One Hundred and Thirty Two Thousand Dollars (\$132,000).

23 25. "Pick Up Stix Workweeks" means those Workweeks that are covered by the releases
24 signed by the Pick Up Stix Settlement Group.

25 26. "Plaintiffs" means Plaintiffs Eugene Martinez, Robert Williams, and John Lilla.

26 27. "Preliminary Approval" means the date on which the Court enters an order granting
27 preliminary approval of the Settlement Agreement.

28 28. "Qualifying Workweeks" means Workweeks, exclusive of Pick Up Stix Workweeks.

1 All Class Members will be credited with at least one Qualifying Workweek during the Class Period.

2 29. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of
3 action that were alleged against Defendant and/or any of the Released Parties, or which could have been
4 alleged based on the facts pled against them in the complaints in the Actions during the Class Period,
5 including, but not limited to: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break
6 violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages
7 upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims
8 for wage statement violations; (vi) all claims for unreimbursed business expenses, (viii) all claims
9 asserted through California Business & Professions Code §§ 17200, *et seq.*; and (ix) and all claims under
10 the Fair Labor Standards Act (“FLSA”) based on the alleged state law violations referenced in (i)
11 through (viii) above.

12 30. “Released PAGA Claims” means all claims for civil penalties under California Labor
13 Code §§ 2698, *et seq.*, that were brought or which could have been brought based on the facts alleged in
14 Plaintiffs’ LWDA Letter during the PAGA Period, including but not limited to claims based on alleged
15 violations of Labor Code §§ 201, 202, 203, 204b, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197,
16 1197.1, 1198, and 1199.

17 31. “Released Parties” means Defendant, and its respective successors and predecessors in
18 interest, its past and present parents, subsidiaries, and affiliates and their respective past or present
19 officers, directors, shareholders, agents, principals, heirs, representatives, employees, accountants,
20 auditors, consultants, attorneys, advisors, insurers and reinsurers, pension and welfare benefit plans, plan
21 fiduciaries, administrators, and trustees.

22 32. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
23 request to be excluded from the Settlement Class. The Request for Exclusion must: (i) include a
24 reference to one or more of the Actions either by name or case number(s); (ii) set forth the name,
25 address, telephone number and last four digits of the Social Security Number of the Class Member
26 requesting exclusion; (iii) be signed by the Class Member; (iv) be returned to the Settlement
27 Administrator; (v) clearly state that the Class Member does not wish to be included in the Settlement;
28 and (vi) be faxed, emailed, or postmarked on or before the Response Deadline.

33. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Class Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

34. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately 686 Class Members, the Settlement Administration Costs are currently estimated to be twenty thousand dollars (\$20,000.00).

35. “Settlement Administrator” means Simpluris, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

36. “Workweeks” means the number of days of employment in California for each Class Member during the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding to the nearest whole number.

TERMS OF AGREEMENT

The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as follows:

37. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of

1 the new money portion of the Gross Settlement Amount of One Million Four Hundred And Sixty-Eight
2 Thousand Dollars (\$1,468,000) into a Qualified Settlement Fund to be established by the Settlement
3 Administrator. Defendant will pay the employer's share of payroll taxes separately. After the Effective
4 Date, the Gross Settlement Amount will be used for: (i) Individual Settlement Payments; (ii) the Labor
5 and Workforce Development Agency Payment; (iii) the Class Representative Enhancement Payments;
6 (iv) Attorneys' Fees and Costs; and (v) Settlement Administration Costs. Defendant will deposit the
7 Gross Settlement Amount and the employer's share of payroll taxes within ten (10) business days of the
8 Effective Date ("Funding Date").

9 38. Escalator. The Gross Settlement Amount was calculated with, and is premised on,
10 Defendant's representation that there are Twenty-Nine Thousand One Hundred and Eighty workweeks
11 (29,180) Qualifying Workweeks during the Class Period as of June 30, 2022. If the number of
12 Qualifying Workweeks worked during the Class Period is greater than 30,639, then Defendant will
13 proportionally increase the Gross Settlement Amount according to the following formula: Total Number
14 of Workweeks ÷ 30,639 Workweeks × \$1,600,000.

15 39. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
16 motion by Class Counsel for Attorneys' Fees and Costs of not more than Five Hundred Thirty-Three
17 Thousand Three Hundred Thirty-Three Dollars (\$533,333), plus the reimbursement of all out-of-pocket
18 costs and expenses associated with Class Counsel's litigation and settlement of the Actions (including
19 expert/consultant fees, investigations costs, etc.), not to exceed Twenty-Five Thousand Dollars
20 (\$25,000), both of which will be paid from the Gross Settlement Amount. If the Court approves an
21 Attorneys' Fees and Costs amount of less than these amounts, the remainder will be retained in the Net
22 Settlement Fund for distribution to Participating Class Members. In the event that the Court reduces or
23 does not approve the requested Attorneys' Fees and Costs, neither Plaintiffs nor Class Counsel shall have
24 the right to revoke this Settlement Agreement, and it shall remain binding.

25 40. Class Representative Enhancement Payment. In exchange for a general release, and in
26 recognition of their effort and work in prosecuting the Actions on behalf of Class Members, Defendant
27 agrees not to oppose or impede any application or motion for Class Representative Enhancement
28 Payments of up to Ten Thousand Dollars (\$10,000), each. The Class Representative Enhancement

1 Payments will be paid from the Gross Settlement Amount and will be in addition to Plaintiffs' Individual
2 Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible to
3 pay any and all applicable taxes on the Class Representative Enhancement Payments. Plaintiffs
4 understand and agree that this Settlement Agreement shall remain in full force and effect even if the full
5 amount of Class Representative Enhancement Payments sought by Plaintiffs is not ultimately awarded
6 by the Court.

7 41. Settlement Administration Costs. The Settlement Administrator will be paid for the
8 reasonable costs of administration of the Settlement and distribution of payments from the Gross
9 Settlement Amount, which is currently estimated to be twenty thousand dollars (\$20,000). These costs,
10 which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting
11 on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class
12 Notice Packets, calculating and distributing the Gross Settlement Amount, and providing necessary
13 reports and declarations.

14 42. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
15 of One Hundred Thousand Dollars (\$100,000) from the Gross Settlement Amount will be designated for
16 satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy-
17 Five Thousand Dollars (\$75,000), of this sum will be paid to the LWDA and Twenty-Five Percent
18 (25%), or Twenty-Five Thousand Dollars (\$25,000), will be paid to PAGA Members in proportion to
19 the number of Workweeks worked during the PAGA Period. As Defendant paid on a weekly basis, each
20 pay period is a Workweek.

21 43. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement
22 resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private
23 Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA
24 Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and
25 all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA
26 Member has the right to object to the PAGA Settlement Amount.

27 44. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating
28 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

1 45. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
2 portion of the PAGA Fund will revert to or be retained by Defendant.

3 46. Individual Settlement Payment Calculations. Individual Settlement Payments will be
4 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of
5 Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of
6 Individual Settlement Payments will be made as follows:

7 46(a) Payments from the Net Settlement Fund. Defendant will calculate the total
8 number of Workweeks worked by each Class Member during the Class
9 Period and the aggregate total number of Workweeks worked by all Class
10 Members during the Class Period. To determine each Class Member's
11 estimated Individual Settlement Payment from the Net Settlement Fund, the
12 Settlement Administrator will first determine the number of Qualifying
13 Workweeks by subtracting the total number of Pick Up Stix Workweeks
14 from the total number of Workweeks. The Net Settlement Fund will then
15 be allocated to Class Members by dividing the remaining Net Settlement
16 Fund by the aggregate total number of Qualifying Workweeks, resulting in
17 the "Workweek Value." All Class Members will be credited with at least
18 one Qualifying Workweek during the Class Period, including members of
19 the Pick Up Stix Settlement Group. Each Class Member's Individual
20 Settlement Payment from the Net Settlement Fund will be calculated by
21 multiplying each individual Class Member's total number of Qualifying
22 Workweeks by the Workweek Value. The Individual Settlement Payment
23 will be reduced by any required deductions for each Participating Class
24 Member as specifically set forth herein, including employee-side tax
25 withholdings or deductions. The entire Net Settlement Fund will be
26 disbursed to all Participating Class Members who do not submit timely and
27 valid Requests for Exclusion. If there are any valid and timely Requests for
28 Exclusion, the Settlement Administrator shall proportionately increase the

1 Individual Settlement Payment for each Participating Class Member
2 according to the number of Qualifying Workweeks worked, so that the
3 amount actually distributed to the Settlement Class equals 100% of the Net
4 Settlement Fund.

5 46(b) Payments from the PAGA Fund. Defendant will calculate the total number
6 of Qualifying Workweeks worked by each PAGA Member during the
7 PAGA Period and the aggregate total number of Qualifying Workweeks
8 worked by all PAGA Members during the PAGA Period. To determine
9 each PAGA Member's estimated Individual Settlement Payment from the
10 PAGA Fund, the Settlement Administrator will use the following formula:
11 The PAGA Fund will be divided by the aggregate total number of
12 Qualifying Workweeks, resulting in the "PAGA Workweek Value." Each
13 PAGA Member's Individual Settlement Payment from the PAGA Fund
14 will be calculated by multiplying each individual PAGA Member's total
15 number of Qualifying Workweeks by the PAGA Workweek Value. All
16 PAGA Member shall be credited with at least one Qualifying Workweek
17 during the PAGA Period. The entire PAGA Fund will be disbursed to all
18 PAGA Members.

19 47. No Credit Toward Benefit Plans. The payments made to Class Members (i.e.,
20 Participating Class Members and PAGA Members) under this Settlement, as well as any other payments
21 made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any
22 benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing
23 plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
24 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect
25 any rights, contributions, or amounts to which any Class Members may be entitled under any benefit
26 plans.

27 48. Administration Process. The Parties agree to cooperate in the administration of the
28 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in

administration of the Settlement.

49. Delivery of the Class and PAGA Member List. Within twenty (20) calendar days plus one court day of Preliminary Approval, Defendant will provide the Class and PAGA Member List to the Settlement Administrator.

50. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Class Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

51. Confirmation of Contact Information in the Class and PAGA Member Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member and/or PAGA Member involved, and will then perform a single re-mailing. Those Class Members and PAGA Members who receive a re-mailed Class Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

52. Class Notice Packets. All Class Members will be mailed a Class Notice Packet. Each Class Notice Packet will provide: (i) information regarding the nature of the Actions; (ii) a summary of the Settlement's principal terms; (iii) the Settlement Class and PAGA Member definitions; (iv) the total number of Qualifying Workweeks each respective Class Member worked for Defendant during the Class Period and the total number of Workweeks each respective PAGA Member worked during the PAGA Period; (v) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which comprise

1 the Class Period and PAGA Period; (vii) instructions on how to submit Requests for Exclusion or
2 Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for
3 Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

4 53. Disputed Information on Class Notice Packets. Class Members will have an opportunity
5 to dispute the information provided in their Class Notice Packets. To the extent Class Members dispute
6 their employment dates or the number of Qualifying Workweeks on record, Class Members may
7 produce evidence to the Settlement Administrator showing that such information is inaccurate.
8 Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties
9 regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted
10 by the Response Deadline, and will be decided within ten (10) business days after the Response
11 Deadline.

12 54. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
13 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
14 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
15 receiving the defective submission to advise the Class Member that his or her submission is defective
16 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
17 until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,
18 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
19 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

20 55. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
21 Settlement Class must sign and fax or postmark a written Request for Exclusion to the Settlement
22 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
23 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
24 for Exclusion has been timely submitted.

25 56. Settlement Terms Bind Participating Class Members and PAGA Members. Any Class
26 Member who does not affirmatively opt-out of the Class Settlement by submitting a timely and valid
27 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class
28 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the

1 Settlement. Also, all PAGA Members will be bound by the terms of the Settlement pertaining to the
2 resolution of and release of the Released PAGA Claims.

3 57. Releases by Participating Class Members. Upon the Funding Date, and except as to such
4 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
5 together and individually, on their behalf and on behalf of their respective heirs, executors,
6 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
7 Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

8 58. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
9 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
10 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys,
11 shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the
12 Released PAGA Claims during the PAGA Period.

13 59. Objection Procedures. To object to the Settlement Agreement, a Class Member may
14 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
15 Deadline, or appear at the Final Approval Hearing. Class Members who fail to object either by
16 submitting a valid Notice of Objection or appearing at the Final Approval Hearing will be deemed to
17 have waived all objections to the Settlement and will be foreclosed from making any objections, whether
18 by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel
19 seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement
20 Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any
21 Class Members with respect to any such objections to this Settlement. If a Class Member timely submits
22 both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect
23 and considered valid, the Notice of Objection shall be rejected, and the Class Member will not be bound
24 by the release of the Released Class Claims and will not receive payment from the Net Settlement Fund
25 (however, if he or she is a PAGA Member, he or she will nevertheless be bound to the settlement and
26 release of the PAGA Released Claims and will be issued payment from the PAGA Fund).

27 60. Certification Reports Regarding Individual Settlement Payment Calculations. The
28 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that

certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Class Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

61. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class Members and PAGA Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiffs; and (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

62. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to Worksafe. The Parties do not have a connection to or a relationship with Worksafe that could reasonably create the appearance of impropriety as between the selection of Worksafe as the recipient of the unclaimed residuals and the interests of the class.

63. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

64. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (i) Individual Settlement Payments from the Net Settlement Fund will be allocated as Twenty-Five Percent (25%) wages for which IRS Forms W-2 will be issued; and Seventy-Five Percent (75%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued; Individual Settlement Payments from the PAGA Fund will be allocated as One Hundred (100%) non-wages for which IRS Forms 1099-MISC will be issued.

65. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to

1 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
2 and penalties to the appropriate government authorities.

3 66. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
4 of the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA Members
5 are not relying on any statement, representation, or calculation by Defendant or by the Settlement
6 Administrator in this regard.

7 67. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
8 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
9 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
10 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
11 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
12 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
13 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
14 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
15 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
16 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
17 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
18 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
19 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
20 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
21 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
22 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
23 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
24 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
25 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
26 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
27 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
28 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS

1 AGREEMENT.

2 68. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
3 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
4 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
5 action or right herein released and discharged.

6 69. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
7 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
8 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
9 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
10 likewise be treated as void from the beginning.

11 70. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
12 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
13 Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii)
14 preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a Final Approval
15 Hearing. The Preliminary Approval Order will provide for the Class Notice Packet to be sent to all Class
16 Members. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement
17 Agreement, which sets forth the terms of this Settlement, and will include the proposed Class Notice
18 Packet, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to
19 obtain preliminary approval. Defendant is not precluded from submitting, but is not required to submit,
20 any documents it believes would aid the Court in granting preliminary approval.

21 71. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
22 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
23 Court's permission, a final fairness hearing will be conducted ("Final Approval Hearing") to determine
24 whether to grant final approval of the Settlement Agreement along with the amounts properly payable
25 for: (i) Attorneys' Fees and Costs; (ii) the Class Representative Enhancement Payments; (iii) Individual
26 Settlement Payments; (iv) the Labor and Workforce Development Agency Payment; (v) all Settlement
27 Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days
28 after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to

1 obtain final approval. Defendant is not precluded from submitting, but is not required to submit, any
2 documents it believes would aid the Court in granting final approval. Class Counsel will also be
3 responsible for drafting the attorneys' fees and costs application to be heard at the Final Approval
4 Hearing, which may be combined into a single motion with the motion that seeks final approval of the
5 Settlement Agreement.

6 72. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
7 Court or after the Final Approval Hearing, the Parties will present the proposed judgment to the Court for
8 its approval. After entry of the judgment, the Court will have continuing jurisdiction solely for purposes
9 of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
10 administration matters, and (iii) such post-judgment matters as may be appropriate under court rules or as
11 set forth in this Settlement Agreement. A copy of the judgment will be posted to the Settlement
12 Administrator's website.

13 73. Release by Plaintiffs. Upon the Funding Date, in addition to the Released Class Claims
14 being released by all Participating Class Members, and the Released PAGA Claims being released by
15 the PAGA Members, Plaintiffs will release and forever discharge the Released Parties, to the fullest
16 extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted,
17 which Plaintiffs have or may have against the Released Parties as of the date of execution of this
18 Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
19 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive
20 any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California
21 Civil Code or similar provisions of applicable law which are as follows:

22 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
23 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
24 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
25 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
26 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
27 PARTY.

28 74. Class Counsel Acknowledgment. As of the date the Defendant fully funds the Gross

1 Settlement Amount, and except as otherwise provided by this Agreement and the Final Approval, Class
2 Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and
3 expenses against the Released Parties arising from or related to the Action.

4 75. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
5 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
6 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

7 76. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
8 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
9 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
10 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
11 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
12 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
13 contradict the terms of this Settlement Agreement.

14 77. Amendment or Modification. No amendment, change, or modification to this Settlement
15 Agreement will be valid unless in writing and signed, either by the Parties or their counsel; after
16 preliminary approval has been granted to the Settlement Agreement, no amendment, change, or
17 modification to this Settlement Agreement will be valid unless it is in writing and signed, either by the
18 Parties or their counsel, and approved by the Court.

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

28 79. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,

1 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

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

4 81. Execution and Counterparts. This Settlement Agreement is subject only to the execution
5 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
6 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
7 copies of the signature page, will be deemed to be one and the same instrument.

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

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

18 84. Right of Defendant to Reject Settlement. If the number of Class Members who timely
19 submit valid Requests for Exclusion exceeds five percent (5%) of the total number of Class Members,
20 Defendant, at its sole discretion, shall have the right but not the obligation to revoke the Settlement.
21 Defendant shall exercise its revocation rights, if at all, within ten calendar (10) days after Defendant
22 receives written notice of the number of Class Members who have timely opted out of the settlement by
23 providing written notice to Class Counsel. If Defendant exercises its revocation rights, the Parties will
24 have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross
25 Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except
26 that Settlement Administration Expenses as of the date that Defendant exercises the right to void the
27 Settlement pursuant to this Paragraph will be paid by Defendant.

28 85. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class

1 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
2 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
3 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

4 86. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
5 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
6 approved, the stipulation to certification will be void. The Parties further agree that certification for
7 purposes of the Settlement is not an admission that class action certification is proper under the standards
8 applied to contested certification motions and that this Settlement Agreement will not be admissible in
9 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant
10 is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

11 87. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
12 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
13 entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any
14 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
15 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
16 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
17 respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
18 of the negotiations connected with it, will be construed as an admission or concession by Defendant of
19 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
20 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
21 offered or received as evidence in any action or proceeding to establish any liability or admission on the
22 part of Defendant or to establish the existence of any condition constituting a violation of, or a non-
23 compliance with, federal, state, local or other applicable law.

24 88. No Public Comment: The Parties and their counsel agree that they will not issue any
25 press releases, initiate any contact with the press, respond to any press inquiry, or have any
26 communication with the press about the fact, amount or terms of the Settlement.

27 89. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
28 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or

1 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

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

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

12 92. Representation By Counsel. The Parties acknowledge that they have been represented
13 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
14 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
15 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

16 93. All Terms Subject to Final Court Approval. All amounts and procedures described in
17 this Settlement Agreement herein will be subject to final Court approval.

18 94. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
19 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
20 Settlement Agreement.

21 95. Binding Agreement. The Parties warrant that they understand and have full authority to
22 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
23 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
24 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
25 otherwise might apply under federal or state law.
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28

1 **READ CAREFULLY BEFORE SIGNING**

2 **PLAINTIFF**

3
4 Dated: 10/13/2022 _____

DocuSigned by:

Eugene Martinez

Eugene Martinez

6 **PLAINTIFF**

7
8 Dated: _____

Robert Williams

10 **PLAINTIFF**

11
12 Dated: _____

John Lilla

14 **DEFENDANT CASCADE DRILLING, L.P.**

15
16 Dated: _____

Please Print Name of Authorized Signatory

18 **APPROVED AS TO FORM**

20 **KELLER GROVER LLP**

21
22 Dated: _____

By: _____

Robert Spencer
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

24 **CAPSTONE LAW APC**

25
26 Dated: _____

By: _____

Raul Perez
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Eugene Martinez

PLAINTIFF

Dated: 10/11/2022

DocuSigned by:
ROBERT WILLIAMS

C00001B9B50C4D4...
Robert Williams

PLAINTIFF

Dated: _____

John Lilla

DEFENDANT CASCADE DRILLING, L.P.

Dated: _____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

KELLER GROVER LLP

Dated: _____

By: _____
Robert Spencer
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

CAPSTONE LAW APC

Dated: _____

By: _____
Raul Perez
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

1 **READ CAREFULLY BEFORE SIGNING**

2 **PLAINTIFF**

3
4 Dated: _____

Eugene Martinez

6 **PLAINTIFF**

7
8 Dated: _____

Robert Williams

10 **PLAINTIFF**

11
12 Dated: 10/13/2022 _____

Electronically Signed John Lilla 2022-10-13 18:47:49 UTC - 98.95.50.57
Wintex AssureSign® a7a24d85-4739-4499-c001-a12d0131f8c

John Lilla

14 **DEFENDANT CASCADE DRILLING, L.P.**

15
16 Dated: _____

Please Print Name of Authorized Signatory

18 **APPROVED AS TO FORM**

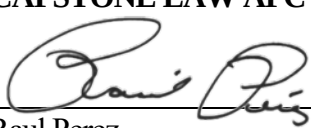
20 **KELLER GROVER LLP**

21 Dated: 10/13/2022 _____

22 By:  _____
Robert Spencer
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

24 **CAPSTONE LAW APC**

25
26 Dated: 10/13/2022 _____

27 By:  _____
Raul Perez
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

1 **READ CAREFULLY BEFORE SIGNING**

2 **PLAINTIFF**

3
4 Dated: _____

Eugene Martinez

6 **PLAINTIFF**

7
8 Dated: _____

Robert Williams

10 **PLAINTIFF**

11
12 Dated: _____

John Lilla

14 **DEFENDANT CASCADE DRILLING, L.P.**

15
16 Dated: 10/14/22


Ken Moses
Chief People Officer

18 **APPROVED AS TO FORM**

20 **KELLER GROVER LLP**

21
22 Dated: _____

By: _____
Robert Spencer
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

24 **CAPSTONE LAW APC**

25
26 Dated: _____

By: _____
Raul Perez
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

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LAWYERS FOR JUSTICE, P.C.

Dated: 10/13/2022

By: 

Edwin Aiwanian
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

KONING ZOLLAR LLP

Dated: _____

By: _____

Blake Zollar
Shaun Paisley
Neal Gibeault
Attorneys for Defendant Cascade Drilling, L.P.

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LAWYERS FOR JUSTICE, P.C.

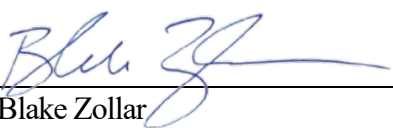
Dated: _____

By: _____

Edwin Aiwarzian
Attorneys for Plaintiff Eugene Martinez, Robert
Williams, and John Lilla

KONING ZOLLAR LLP

Dated: 10/14/2022

By:  _____

Blake Zollar
Shaun Paisley
Neal Gibeault
Attorneys for Defendant Cascade Drilling, L.P.

EXHIBIT A

Cascade Drilling Wage and Hour Cases, No. JCCP5215
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ALAMEDA
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

A California Court authorized this Notice. This is not a solicitation from a lawyer.

To: All persons who worked for Defendant Cascade Drilling, L.P. (“Defendant”) as non-exempt, hourly employees in California at any time from September 6, 2016 through June 30, 2022 (“Class Members”).

All persons who worked for Defendant as non-exempt, hourly employees in California at any time from February 4, 2020 through June 30, 2022 (“PAGA Members”).

On _____, the Honorable Stephen D. Kaus of the Alameda County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the Class Settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the Net Settlement Fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____:00 ____m. on _____, 2022 in Department 19 of the Alameda County Superior Court located at 1221 Oak Street, Oakland, California 94612.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

Summary of the Litigation

Plaintiffs Eugene Martinez, Robert Williams, and John Lilla, individually and on behalf of other current and former non-exempt employees, allege that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) provide employees with accurate, itemized wage statements, and (5) failure to reimburse business expenses.

On May 20, 2022, the parties participated in a mediation with Jill R. Sperber, Esq., a neutral, experienced, and well-respected class action mediator. After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. With Ms. Sperber’s guidance, the parties were able to negotiate a complete settlement of Plaintiffs’ claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Keller Grover LLP, Capstone Law APC, and Lawyers for Justice, P.C. (collectively, “Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case, and believes that it has valid defenses to Plaintiffs’ claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or

claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$1,600,000, which includes \$1,468,000 in new money in addition to the sum of \$132,000 it previously paid to certain employees that previously released their claims. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$10,000, each, to Eugene Martinez, Robert Williams, and John Lilla for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendant; (3) \$533,333 in attorneys' fees and up to \$25,000 in litigation costs and expenses; (4) a \$100,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$75,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$25,000 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$20,000. After deducting the above payments, a total of approximately \$_____ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$25,000 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendant will calculate the total number of Qualifying Workweeks worked by each Class Member from September 6, 2016 through June 30, 2022 ("Class Period") and the aggregate total number of Qualifying Workweeks worked by all Class Members during the Class Period. All Class Members will be credited with at least one Qualifying Workweek during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Qualifying Workweeks, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Qualifying Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Qualifying Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

Certain Class Members previously signed individual settlement agreements with Defendant. The workweeks covered by these settlement agreements are referred to as "Pick Up Stix Workweeks." Qualifying Workweeks refers to weeks worked in California during the Class Period, exclusive of "Pick Up Stix Workweeks." However, all Class Members, including those that previously signed releases, will be credited with at least one Qualifying Workweek.

According to Defendant's records, you worked in California during the Class Period in a non-exempt position for a total of _____ Qualifying Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$_____.

Payments from PAGA Fund. Defendant will calculate the total number of Workweeks worked by each PAGA Member from February 4, 2020 through June 30, 2022 ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. Each PAGA Member will be credited with at least one Qualifying Workweek during the PAGA period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Qualifying Workweeks, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual Participating PAGA Member's total number of Qualifying Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA Fund even if he or she submits a valid Request for Exclusion.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

According to Defendant's records, you worked in California during the PAGA Period in a non-exempt position for a total of ____ Qualifying Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$ ____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ _____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

c/o _____

Fax No. _____

Email: _____

If you dispute the information stated above, Defendant's records will control unless you are able to provide documentation that establishes otherwise.

Timing of Payment. As described below, the Court will hold a hearing on _____ to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. If there are appeals, it is uncertain whether they will be resolved and when. Resolving appeals can take time, often more than a year. You can check on the progress of the case by contacting the Settlement Administrator. *Please be patient.*

Taxes on Settlement Payments. Participating Class Members' Individual Settlement Payments from the Net Settlement Fund will be allocated as 25% wages for which IRS Form W-2 will be issued and 75% as non-wages for which IRS Form 1099 will be issued (if required). PAGA Members' Individual Settlement Payments from the PAGA Fund will be allocated as 100% non-wages for which IRS Form 1099 will issue (if required). Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

Fee and Cost Award for Class Counsel. Class Counsel filed the Litigation on behalf of Plaintiffs and all other similarly situated individuals. Class Counsel engaged in motion practice, conducted discovery, and negotiated the settlement of this matter. Class Counsel will request attorneys' fees in the amount of up to **\$533,333**, which represents one third of the Gross Settlement Amount. Class Counsel will also request reimbursement of reasonable and actual litigation costs and expenses incurred in prosecuting this Litigation, not to exceed **\$25,000**. The Court will not determine the amount of fees and costs until the Final Approval Hearing. If any portion of the amounts requested for attorneys' fees and costs are not awarded by the Court, that portion will be included in the Net Settlement Amount for distribution to Participating Class Members. These attorneys' fees and costs shall compensate Class Counsel for the work they have performed and the expenses they have incurred in this Litigation. Class Members are not personally responsible for any of Class Counsel's attorneys' fees and costs.

Service Awards to the Class Representatives. Class Counsel will also seek an enhanced recovery of no more than \$10,000.00 for each of the Plaintiffs (Eugene Martinez, Robert Williams, and John Lilla) ("Enhancement Payments") for acting as representative plaintiffs on behalf of the Class. This will be in addition to whatever payment they are otherwise entitled to as a Class Member. If approved by the Court, this amount will be paid from the settlement fund for their risk and service on behalf of the Class, which included, among other things, reviewing documents, providing written statements, participating in meetings with Class Counsel, and performing other services of that nature, as well as their general release of all claims against Defendant.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically be issued payment of your share of the Net Settlement Fund from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the Net Settlement Funds and be deemed to have released or waived the Released Class Claims. If you are a PAGA Member, you will be mailed a check for your share of the PAGA Settlement Amount and deemed to have released or waived the Released PAGA Claims:

Released Class Claims: All claims, rights, demands, liabilities, and causes of action, reasonably arising from, or related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including: (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination based on the preceding claims; (v) all claims for the failure to timely pay wages during employment based on the preceding claims; (vi) all claims for wage statement violations based on the preceding claims; (vii) all claims for unreimbursed business expenses, (viii) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*, and ix) and all claims under the Fair Labor Standards Act (“FLSA”) based on the alleged state law violations referenced in (i) through (viii) above.

Released PAGA Claims: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts alleged in Plaintiffs’ LWDA letter during the PAGA Period, , including but not limited to claims based on alleged violations of Labor Code §§ 201, 202, 203, 204b, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 1199.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Class Settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the Class Settlement, and desire to be excluded from the Class Settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent or email, to the address below.

Settlement Administrator

c/o _____

Email:

The Request for Exclusion must be postmarked, emailed, or faxed not later than _____, 2022. If you submit a Request for Exclusion which is not postmarked, emailed, or faxed by _____, 2022, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by not later than _____ 2022. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Alameda, Department 19, and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. Whether or not the Court overrules your objection, you are deemed bound to the Settlement and to have released the Released Class Claims, and (if you are a PAGA Member) the Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Eric A. Grover, Esq.
Robert Spencer, Esq.
Keller Grover LLP
1965 Market St, Fl. 2,
San Francisco, CA 94103
Phone: (415) 543-1305

Robert J. Drexler, Jr., Esq.
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Defendant is represented by the following counsel:

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Shaun Paisley
Neal Gibeault
Koning Zollar LLP
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Encinitas, CA 92024
Phone: (858)-252-3234

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

EXHIBIT 2

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10 Attorneys for Plaintiffs
11 EUGENE MARTINEZ and ROBERT WILLIAMS

12 *Additional Counsel on following Page*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF ALAMEDA**

15 **CASCADE DRILLING WAGE AND**
16 **HOURLY CASES**

17 List of Actions:

18 *Martinez, et al. v. Cascade Drilling LP,*
19 *Alameda Case No. RG21090743*

20 *Lilla v. Cascade Drilling, LP, Contra Costa*
21 *Case No. C211568*

Case No: JCCP 5215

ASSIGNED FOR ALL PURPOSES TO
JUDGE STEPHEN KAUS, DEPARTMENT 19

CLASS & REPRESENTATIVE ACTION

~~PROPOSED~~ ^{SK} ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PRIVATE ATTORNEY GENERAL ACT
SETTLEMENT

Time: 3:00 p.m.
Date: January 9, 2023
Dept: 19

Reservation No: 218655095643

1 ROBERT DREXLER (SBN 119119)
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13 **LAWYERS FOR JUSTICE, PC**
14 410 West Arden Avenue, Suite 203
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16 Telephone: (818) 265-1020
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18 *Attorneys for Plaintiff*
19 JOHN LILLA
20
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1 Plaintiffs Eugene Martinez, Robert Williams and Jonathan Lilla (collectively “Plaintiffs”)
2 and Cascade Drilling, L.P. (“Defendant” or “Cascade”) have entered into a “Stipulation of Class
3 Action and Private Attorney General Act Settlement and Release” (“Stipulation”) which, if
4 approved, would resolve this putative class action and representative Private Attorney General
5 Act, Labor Code §§ 2699, *et seq.*, action. Upon review and consideration of the motion papers
6 submitted by the parties, including the Stipulation and all exhibits thereto, the Court determines
7 and orders as follows:

8 1. The Court has jurisdiction over this matter and venue is proper.

9 2. This action is provisionally certified as a class action, for settlement purposes
10 only, pursuant to California Code of Civil Procedure Section 382 and California Rule of
11 Court rule 3.763. The Class is defined as follows: “all persons who worked for Defendant as
12 non-exempt, hourly employees in California at any time from September 6, 2016 through June
13 30, 2022.” The “Class Period” refers to the period from September 6, 2016 through June 30,
14 2022 inclusive.

15 3. The Court finds that the term “PAGA Members” means all persons who worked
16 for Defendant as non-exempt, hourly employees in California at any time from February 4, 2020
17 through June 30, 2022, referred to as the PAGA Period.

18 4. The Court preliminarily approves the proposed settlement as set forth in the
19 Stipulation as within the range of possible final approval.

20 5. The Court preliminarily appoints Keller Grover LLP, Capstone Law APC, and
21 Lawyers for Justice, P.C. as Class Counsel.

22 6. The Court preliminarily appoints Eugene Martinez, Robert Williams and Jonathan
23 Lilla as Class Representatives for the Class.

24 7. The Court preliminarily finds, for purposes of this settlement only, that the Class
25 Representative and Class Counsel fairly and adequately represent and protect the interests of the
26 absent Class Members.

27 8. The Court approves and appoints Simpluris, Inc. (“Simpluris”) to serve as the
28 Settlement Administrator and directs Simpluris to carry out all duties and responsibilities of the

1 Settlement Administrator specified in the Stipulation.

2 9. Pursuant to California Rules of Court rule 3.769, the Court approves the manner
3 of class notice set forth in the Stipulation. The Court approves the form and content of the notice
4 form proposed by counsel, specifically the Notice of Class Action Settlement (“Class Notice”),
5 which is attached to the Stipulation as **Exhibit 1**. The Court finds that the Class Notice
6 constitutes the best notice practicable under the circumstances and is valid, due and sufficient
7 notice to the Class of the pendency of the action, preliminary certification of the Class, the terms
8 of the settlement, procedures to become a Participating Class Member (as defined in the
9 Stipulation), procedures for objecting to the settlement, procedures to opt out of the settlement,
10 and the time and place of the Final Approval Hearing. The proposed manner of class notice
11 satisfies the requirements of due process, and complies with applicable law, including California
12 Code of Civil Procedure Section 382 and California Rules of Court rule 3.769.

13 10. No later than 20 calendar days after this Order is entered by the Court, according
14 to the terms set forth in the Stipulation, Defendant shall provide the Settlement Administrator
15 with a complete list of all Class Members and PAGA Members that Defendant will diligently
16 and in good faith compile from its records (“the Class and PAGA Member List”), which must be
17 formatted in Microsoft Office Excel and include each Class Member’s and PAGA Member’s full
18 name; most recent mailing address and telephone number; Social Security number; dates of
19 employment; the respective number of Qualifying Workweeks that each Class Member worked
20 during the Class Period; the total number of pay periods each PAGA Member worked during the
21 PAGA Period; and any other relevant information needed to calculate settlement payments.

22 11. Within 10 calendar days after receiving the Class and PAGA Member List from
23 Defendant, the Settlement Administrator shall send Class Members and PAGA Members the
24 Court-approved Class Notice by first-class mail to their last known addresses. The Settlement
25 Administrator will perform address updates and verifications as necessary prior to the first
26 mailing.

27 12. If any Class Notice is returned as undeliverable, the Settlement Administrator
28 shall perform skip-traces on returned mail and will re-mail the Class Notice Packets to updated

addresses (if any) as soon as possible upon return of the undeliverable Class Notice.

13. Class Members who wish to receive a settlement payment are not required to submit a claim form.

14. Class Members will have the opportunity, should they disagree with the employment dates or the number of Qualifying Workweeks stated in their Notice of Class Action Settlement, to produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided within ten (10) business days after the Response Deadline, which is defined as 45 days after the date the Class Notice is first mailed by the Settlement Administrator.

15. Any Class Member who seeks exclusion from the Class must send a signed, written request to be excluded from the settlement ("Request for Exclusion") via U.S. mail that must be postmarked no later than 45 days after the date the Settlement Administrator first mails the Notice of Class Action Settlement to Class Members (the Response Deadline). The postmark date on the Request for Exclusion envelope shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. The Request for Exclusion should: (i) include a reference to one or more of the Actions either by name or case number(s); (ii) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (iii) be signed by the Class Member; (iv) be returned to the Settlement Administrator; (v) clearly state that the Class Member does not wish to be included in the Settlement; and (vi) be faxed, emailed, or postmarked on or before the Response Deadline.

16. Any Class Member who seeks to object to the settlement may send by U.S. mail a written statement of objection ("Notice of Objection"), which must be postmarked no later than 45 days after the date the Settlement Administrator first mails the Notice of Class Action Settlement to Class Members (the Response Deadline). The Notice of Objection should include: (i) a reference to one or more of the Actions either by name or case number(s); (ii) the objector's full name, signature, address, and telephone number, (iii) a written statement of all grounds for

the objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based; and (v) a statement whether the objector intends to appear at the Final Approval Hearing. The failure to submit a written objection does not waive a Settlement Class Member's right to appear and orally object at the final approval hearing.

17. Plaintiffs shall file their motion for final approval of the proposed class action and PAGA settlement and motion applying for awards of Attorneys' Fees and Costs, the Class Representative Enhancement Payments and Settlement Administration Costs no later than 16 court days prior to the date of the Final Approval Hearing.

18. The Final Approval Hearing shall be held on 6/26, 2023 at 3:00 p.m. in Department 19, Alameda County Superior Court, 1221 Oak Street, Oakland, California 94612, at which the Court will determine whether the settlement should be finally approved as a fair, reasonable, and adequate to the Class Members; whether the Final Approval Order and Judgment should be entered; whether the PAGA settlement should be approved; whether Class Counsel's application for attorneys' fees and expenses should be approved; whether any requests for Class Representatives' enhancement payments should be approved; and whether the request for the payment of administration costs should be approved.

19. The Court reserves the right to modify the date of the Final Approval Hearing and related deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or continued by Order of the Court without further notice to the Class.

20. Pending the final determination of whether the settlement should be approved, all proceedings in the action, except as necessary to implement the settlement or comply with the terms of the Stipulation or this Order, are hereby stayed.

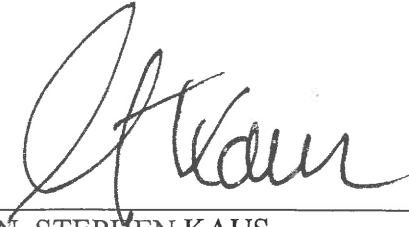
21. Should, for whatever reason, the settlement not become final, the fact that the Parties were willing to stipulate to certification of the Class as part of the settlement shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context.

22. In the event the settlement is not finally approved or is terminated, canceled or

fails to become effective for any reason, the Parties will be returned to their former positions, and specifically the provisional certification will be of no effect.

IT IS SO ORDERED.

Dated: 3-3, 2023


HON. STEPHEN KAUS
JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612		FILED Superior Court of California County of Alameda 03/03/2023
PLAINTIFF/PETITIONER: Cascade Drilling Wage and Hour Cases		Chad Finke, Executive Officer / Clerk of the Court By: <u></u> Deputy A. Mendola
DEFENDANT/RESPONDENT:		
CERTIFICATE OF MAILING		CASE NUMBER: JCCP5215

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Granting Motion For Preliminary Approval of Class Action and Private Attorney General Act Settlement upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Eric Andrew Grover
Keller Grover LLP
1965 Market St
San Francisco, CA 94103

Robert Joseph Drexler
Capstone Law, APC
1875 Century Park E Ste 1000
Los Angeles, CA 90067

Dated: 03/06/2023

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Mendola, Deputy Clerk

CERTIFICATE OF MAILING

EXHIBIT 3

Selection Criteria	
Client.Selection	Include: Cascade Drilling
Time.Selection	Include: E. Grover
Slip.Transaction Type	Time
Slip.Classification	Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
131141	TIME	E. Grover	2.30	950.00	2185.00
2/17/2021		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review new case materials and review revise draft complaint.			0.00		
132747	TIME	E. Grover	1.30	950.00	1235.00
4/5/2021		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails with defense counsel re responsive pleading; review and revise draft first amended complaint.			0.00		
133165	TIME	E. Grover	0.10	950.00	95.00
5/13/2021		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review cmc order.			0.00		
133307	TIME	E. Grover	0.10	950.00	95.00
5/27/2021		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review defendant's 170.6.			0.00		
133323	TIME	E. Grover	1.40	950.00	1330.00
5/31/2021		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review and revise draft discovery.			0.00		
133761	TIME	E. Grover	0.20	950.00	190.00
6/11/2021		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review order re new judicial assignment and research.			0.00		
133973	TIME	E. Grover	0.30	950.00	285.00
6/17/2021		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails from defense counsel re discovery and case			0.00		

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Keller Grover LLP
Slip Listing

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Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
management conference.				
134399	TIME	E. Grover	0.10	950.00
7/19/2021	Review		0.00	T@1
WIP	Cascade Drilling		0.00	
Review CMO.			0.00	
134794	TIME	E. Grover	1.80	950.00
8/6/2021	Review		0.00	T@1
WIP	Cascade Drilling		0.00	
Review defendant's written discovery responses; draft Belaire notice and send to co-counsel for review.			0.00	1710.00
134803	TIME	E. Grover	0.90	950.00
8/9/2021	E-mail		0.00	T@1
WIP	Cascade Drilling		0.00	
Emails with co-counsel re draft protective order and Belaire notice; revise draft protective order and send to defense counsel.			0.00	855.00
134819	TIME	E. Grover	0.50	950.00
8/10/2021	Finalize		0.00	T@1
WIP	Cascade		0.00	
Drilling			0.00	
Finalize draft Belaire notice and email defense counsel re same.				475.00
135181	TIME	E. Grover	0.30	950.00
8/13/2021	E-mail		0.00	T@1
WIP	Cascade		0.00	
Drilling			0.00	
Review emails from defense counsel re protective order and Belaire notice.				285.00
135236	TIME	E. Grover	0.10	950.00
8/19/2021	E-mail		0.00	T@1
WIP	Cascade Drilling		0.00	
Email re status of Belaire notice.			0.00	95.00
135276	TIME	E. Grover	0.20	950.00
8/25/2021	E-mail		0.00	T@1
WIP	Cascade		0.00	
Drilling			0.00	
Emails from defense counsel re Belaire letter and document production.				190.00
135848	TIME	E. Grover	0.30	950.00
9/6/2021	Review		0.00	T@1
WIP	Cascade Drilling		0.00	
Review defendant's edits to Belaire letter and email			0.00	285.00

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Slip Listing

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Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
co-counsel re same.				
135859	TIME	E. Grover	0.20	950.00
9/7/2021	E-mail		0.00	T@1
WIP	Cascade		0.00	
Drilling			0.00	
Email defense counsel re revisions to draft Belaire letter.				
136047	TIME	E. Grover	0.20	950.00
9/21/2021	E-mail		0.00	T@1
WIP	Cascade Drilling		0.00	
Emails re Belaire issue.				
136053	TIME	E. Grover	0.80	950.00
9/22/2021	E-mail		0.00	T@1
WIP	Cascade		0.00	
Drilling			0.00	
Emails re Belaire letter; review discovery propounded by defendant.				
136153	TIME	E. Grover	0.20	950.00
9/23/2021	E-mail		0.00	T@1
WIP	Cascade Drilling		0.00	
Emails re discovery issues.				
136162	TIME	E. Grover	0.50	950.00
9/24/2021	Phone Calls		0.00	T@1
WIP	Cascade		0.00	
Drilling			0.00	
Pc/ defense counsel re Belaire issues and new case filed against Cascade; review new complaint and email co-counsel re same.				
136171	TIME	E. Grover	0.20	950.00
9/27/2021	E-mail		0.00	T@1
WIP	Cascade Drilling		0.00	
Emails re new Contra Costa case.				
136191	TIME	E. Grover	0.30	950.00
9/30/2021	Phone Calls		0.00	T@1
WIP	Cascade Drilling		0.00	
Pc/ LFP re Contra Costa case.				
136219	TIME	E. Grover	0.20	950.00
10/5/2021	E-mail		0.00	T@1
WIP	Cascade		0.00	
Drilling			0.00	
Emails to defense counsel and Lilia counsel re status.				

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Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
136338	TIME	E. Grover	0.20	950.00	190.00
10/13/2021		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Email co-counsel re LFJ complaint.			0.00		
136342	TIME	E. Grover	0.50	950.00	475.00
10/14/2021		Conference	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Pc/ Capstone re issues surrounding LFJ complaint; email LFJ re same.					
136420	TIME	E. Grover	0.30	950.00	285.00
10/26/2021		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review emails re discovery issues.			0.00		
136473	TIME	E. Grover	1.50	950.00	1425.00
11/10/2021		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review and revise draft discovery responses.			0.00		
136483	TIME	E. Grover	0.50	950.00	475.00
11/14/2021		E-mail	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Emails re various discovery and case management issues.					
136495	TIME	E. Grover	0.20	950.00	190.00
11/15/2021		E-mail exchange	0.00	T@1	
WIP		Cascade Drilling	0.00		
Email exchange with defense counsel re Lilia case.			0.00		
136502	TIME	E. Grover	0.30	950.00	285.00
11/16/2021		Phone Calls	0.00	T@1	
WIP		Cascade Drilling	0.00		
Pc/ defense counsel re Lilia case and coordination.			0.00		
136898	TIME	E. Grover	0.30	950.00	285.00
11/29/2021		E-mail	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Emails re discovery issue; review notice of related case.					
137365	TIME	E. Grover	0.70	950.00	665.00
12/3/2021		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Reviewand revise petition for coordination.			0.00		

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Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
137393	TIME	E. Grover	0.50	950.00	475.00
12/7/2021		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re pick-off effort underway.			0.00		
137406	TIME	E. Grover	0.90	950.00	855.00
12/8/2021		E-mail	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Emails and pc/ defense counsel re pick-off effort; emails with co-counsel re same.					
137419	TIME	E. Grover	0.70	950.00	665.00
12/9/2021		E-mail exchange	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Multiple emails with defense counsel and co-counsel re settlement pick-off attempt.					
137438	TIME	E. Grover	1.00	950.00	950.00
12/12/2021		Legal Research	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Legal research re ex parte issues; multiple emails with E. Acevedo and R. Spencer re preparing ex parte application.					
137444	TIME	E. Grover	1.80	950.00	1710.00
12/13/2021		E-mail	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Draft cmc statement; emails with court clerk re same; multiple emails and pc/ E. Acevedo, Rob Spencer and co-counsel re exp parte; review email from defense counsel re case management conference.					
137453	TIME	E. Grover	3.30	950.00	3135.00
12/14/2021		Review	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review defendant's updated cmc statement; prepare for and attend cmc; emails with co-counsel re same; review and revise draft of ex parte re class list.					
137456	TIME	E. Grover	3.50	950.00	3325.00
12/15/2021		Draft	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Work on ex parte application papers; email J. Ghosh re Lilla action and pick-off.					

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Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
137496	TIME	E. Grover	1.00	950.00	950.00
12/20/2021		Phone Calls	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review analyze opposition to ex parte application.			0.00		
137504	TIME	E. Grover	3.00	950.00	2850.00
12/22/2021		Prepare	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Prepare for and participate in ex parte re defendant's pick-off effort; draft Belaire notice and send to defense counsel.					
137510	TIME	E. Grover	0.30	950.00	285.00
12/23/2021		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails with defense counsel re Belaire letter.			0.00		
137571	TIME	E. Grover	0.30	950.00	285.00
12/24/2021		E-mail	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Emails with defense counsel and Lilla counsel re Belaire letter.					
137577	TIME	E. Grover	0.20	950.00	190.00
12/26/2021		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Email from Lilla counsel re Belaire letter.			0.00		
137582	TIME	E. Grover	0.50	950.00	475.00
12/27/2021		E-mail	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Emails re Belaire process with defense counsel and Lilla counsel.					
137586	TIME	E. Grover	0.50	950.00	475.00
12/28/2021		E-mail	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Emails with Lilla counsel re Belaire letter; update draft Belaire and revise proposed stipulation and email to defense counsel re same.					
137593	TIME	E. Grover	0.20	950.00	190.00
12/29/2021		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Email defense counsel re Belaire stipulation.			0.00		

5/26/2023
1:01 PM

Keller Grover LLP
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
137603	TIME	E. Grover	0.50	950.00	475.00
12/30/2021		Review	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Finalize stipulation re Belaire mailing and emails re same.					
137618	TIME	E. Grover	0.20	950.00	190.00
1/3/2022		E-mail	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Emails with court and defense counsel re CMC and Belaire stipulation.					
137735	TIME	E. Grover	0.30	950.00	285.00
1/5/2022		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review Belaire order and emails re discovery issues.			0.00		
137745	TIME	E. Grover	0.80	950.00	760.00
1/6/2022		E-mail	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Emails with defense counsel and PSA re Belaire mailing; review and revise draft discovery re release issue.					
137967	TIME	E. Grover	0.20	950.00	190.00
1/21/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Email defense counsel re mediation.			0.00		
137992	TIME	E. Grover	0.10	950.00	95.00
1/25/2022		File Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Email defense counsel re mediation.			0.00		
137999	TIME	E. Grover	0.20	950.00	190.00
1/26/2022		E-mail	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Emails exchange emails with defense counsel re mediation.					
138031	TIME	E. Grover	0.20	950.00	190.00
1/30/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Email defense counsel re mediation.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
138371	TIME	E. Grover	0.20	950.00	190.00
2/1/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re mediation.			0.00		
138384	TIME	E. Grover	0.50	950.00	475.00
2/2/2022		E-mail	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Multiple emails with defense counsel and co-counsel re mediation.					
139524	TIME	E. Grover	0.20	950.00	190.00
2/4/2022		Review	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review Belaire weekly report; pc/ co-counsel re mediation.					
139528	TIME	E. Grover	0.20	950.00	190.00
2/5/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re mediation.			0.00		
139550	TIME	E. Grover	0.10	950.00	95.00
2/11/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re mediation issues.			0.00		
139553	TIME	E. Grover	0.10	950.00	95.00
2/13/2022		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review Belaire weekly report.			0.00		
139562	TIME	E. Grover	0.20	950.00	190.00
2/15/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re mediation issues.			0.00		
139595	TIME	E. Grover	0.10	950.00	95.00
2/18/2022		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review notice from Judicial Council.			0.00		
139608	TIME	E. Grover	0.10	950.00	95.00
2/19/2022		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review weekly report re Belaire letter.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
139623	TIME	E. Grover	0.10	950.00	95.00
2/22/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re mediation.			0.00		
139628	TIME	E. Grover	0.20	950.00	190.00
2/23/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re mediation issues.			0.00		
139947	TIME	E. Grover	1.50	950.00	1425.00
2/28/2022		Review	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review and revise draft mediation information request.					
139954	TIME	E. Grover	1.00	950.00	950.00
3/1/2022		E-mail	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Multiple emails re mediation and Belaire list; finalize mediation information request and send to defense counsel.					
140219	TIME	E. Grover	0.50	950.00	475.00
3/15/2022		Review	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review emails re working with LFJ; review joint prosecution agreement.					
140221	TIME	E. Grover	0.20	950.00	190.00
3/16/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re mediation.			0.00		
140240	TIME	E. Grover	0.20	950.00	190.00
3/17/2022		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Mediation related e-mails.			0.00		
140267	TIME	E. Grover	0.20	950.00	190.00
3/23/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails with defense counsel and LFJ re mediation.			0.00		
140303	TIME	E. Grover	0.80	950.00	760.00
3/28/2022		Phone Calls	0.00	T@1	
WIP		Cascade Drilling	0.00		
Pc/ LFJ and defense counsel re mediation; follow up			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
pc/ LFJ and emails with LFJ and defense counsel re same.					
140373	TIME	E. Grover	0.10	950.00	95.00
4/10/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Email defense counsel re mediation.			0.00		
140380	TIME	E. Grover	0.50	950.00	475.00
4/11/2022		E-mail	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Emails re coordination stipulation and mediation materials; review draft stipulation re same.					
140387	TIME	E. Grover	0.25	950.00	237.50
4/12/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re coordination stipulation.			0.00		
140417	TIME	E. Grover	0.10	950.00	95.00
4/17/2022		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review tentative re petition to coordinate.			0.00		
140423	TIME	E. Grover	0.20	950.00	190.00
4/18/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re mediation information.			0.00		
140448	TIME	E. Grover	1.00	950.00	950.00
4/20/2022		Review	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review mediation information provided by defense counsel; discuss same with R Spencer; emails with co-counsel re same.					
140457	TIME	E. Grover	0.20	950.00	190.00
4/22/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re mediation data.			0.00		
140465	TIME	E. Grover	0.20	950.00	190.00
4/25/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re mediation issues.			0.00		

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Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
140503	E. Grover	0.60	950.00	570.00
4/29/2022	Review	0.00	T@1	
WIP	Cascade Drilling	0.00		
Review new mediation data documents.		0.00		
140531	E. Grover	0.50	950.00	475.00
5/3/2022	Review	0.00	T@1	
WIP	Cascade	0.00		
Drilling		0.00		
Review new mediation documents provided by defendant.				
140605	E. Grover	2.30	950.00	2185.00
5/15/2022	Review	0.00	T@1	
WIP	Cascade	0.00		
Drilling		0.00		
Review defendant's mediation brief and document production.				
140631	E. Grover	0.80	950.00	760.00
5/18/2022	Review	0.00	T@1	
WIP	Cascade Drilling	0.00		
Review damage model and discuss with R Spencer.		0.00		
140647	E. Grover	1.50	950.00	1425.00
5/20/2022	E-mail	0.00	T@1	
WIP	Cascade	0.00		
Drilling		0.00		
Multiple emails, pc's, and texts with R Spencer and mediator re settlement.				
140649	E. Grover	1.50	950.00	1425.00
5/23/2022	E-mail	0.00	T@1	
WIP	Cascade	0.00		
Drilling		0.00		
Multiple emails re settlement; review draft settlement agreement.				
140678	E. Grover	0.10	950.00	95.00
5/25/2022	Review	0.00	T@1	
WIP	Cascade Drilling	0.00		
Review coordination related order.		0.00		
140694	E. Grover	0.50	950.00	475.00
5/27/2022	Phone Calls	0.00	T@1	
WIP	Cascade Drilling	0.00		
Pc's and emails re long form agreement.		0.00		
141254	E. Grover	0.50	950.00	475.00
6/24/2022	Review	0.00	T@1	
WIP	Cascade Drilling	0.00		
Review defense counsel's edits to settlement		0.00		

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Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
agreement.				
141370	E. Grover	0.50	950.00	475.00
6/29/2022	Review	0.00	T@1	
WIP	Cascade	0.00		
Drilling		0.00		
Review revisions to settlement agreement and discuss with R Spencer.				
141385	E. Grover	0.20	950.00	190.00
7/7/2022	E-mail	0.00	T@1	
WIP	Cascade Drilling	0.00		
Email re settlement agreement.		0.00		
141417	E. Grover	0.10	950.00	95.00
7/12/2022	E-mail	0.00	T@1	
WIP	Cascade Drilling	0.00		
Emails re settlement status.		0.00		
141418	E. Grover	0.50	950.00	475.00
7/12/2022	E-mail	0.00	T@1	
WIP	Cascade	0.00		
Drilling		0.00		
Emails with administrator; review draft documents prepared by administrator.				
141425	E. Grover	0.20	950.00	190.00
7/13/2022	E-mail	0.00	T@1	
WIP	Cascade	0.00		
Drilling		0.00		
Multiple emails re settlement agreement and class data.				
142535	E. Grover	0.10	950.00	95.00
7/27/2022	Phone Calls	0.00	T@1	
WIP	Cascade Drilling	0.00		
Pc/ R Spencer re status of settlement process.		0.00		
142559	E. Grover	0.10	950.00	95.00
7/29/2022	E-mail	0.00	T@1	
WIP	Cascade Drilling	0.00		
Emails re status of settlement agreement.		0.00		
142611	E. Grover	0.10	950.00	95.00
8/8/2022	E-mail	0.00	T@1	
WIP	Cascade Drilling	0.00		
Email re status of settlement agreement.		0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
142638	TIME	E. Grover	0.10	950.00	95.00
8/12/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re settlement agreement.			0.00		
142682	TIME	E. Grover	0.10	950.00	95.00
8/18/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re settlement agreement.			0.00		
142761	TIME	E. Grover	0.20	950.00	190.00
9/9/2022		Discuss	0.00	T@1	
WIP		Cascade Drilling	0.00		
Discuss preliminary approval motion with E Acevedo.			0.00		
142771	TIME	E. Grover	0.20	950.00	190.00
9/12/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re settlement agreement.			0.00		
142783	TIME	E. Grover	0.20	950.00	190.00
9/15/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re edits to class notice.			0.00		
142917	TIME	E. Grover	0.30	950.00	285.00
10/7/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re next draft of settlement agreement.			0.00		
143114	TIME	E. Grover	0.30	950.00	285.00
10/14/2022		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re settlement agreement.			0.00		
143155	TIME	E. Grover	1.50	950.00	1425.00
10/21/2022		prelim app	0.00	T@1	
WIP		Cascade Drilling	0.00		
Work on preliminary approval motion.			0.00		
143185	TIME	E. Grover	0.80	950.00	760.00
10/26/2022		prelim app	0.00	T@1	
WIP		Cascade Drilling	0.00		
Work on preliminary approval motion.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
143224	TIME	E. Grover	3.00	950.00	2850.00
10/27/2022		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Work on preliminary approval motion.			0.00		
143414	TIME	E. Grover	1.50	950.00	1425.00
10/28/2022		prelim app	0.00	T@1	
WIP		Cascade Drilling	0.00		
Work on preliminary approval motion.			0.00		
143426	TIME	E. Grover	1.40	950.00	1330.00
10/31/2022		Draft	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Finish draft of preliminary approval motion and send to defense counsel.					
143625	TIME	E. Grover	0.20	950.00	190.00
11/4/2022		E-mail	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Email defense counsel re preliminary approval motion.					
143633	TIME	E. Grover	0.90	950.00	855.00
11/8/2022		Review	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review and incorporate defendant's comments to draft preliminary approval motion and emails re same.					
143638	TIME	E. Grover	1.00	950.00	950.00
11/9/2022		Draft	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Update draft of preliminary approval motion and emails with co-counsel re same.					
143665	TIME	E. Grover	0.75	950.00	712.50
11/16/2022		Review	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review email from Capstone and update preliminary approval papers; email LFJ firm re same.					
143738	TIME	E. Grover	0.50	950.00	475.00
11/30/2022		Review	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Final review and filing of motion for preliminary approval.					

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
144726	TIME	E. Grover	0.50	950.00	475.00
1/5/2023		Review	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review tentative ruling; multiple emails with all counsel re same.					
144735	TIME	E. Grover	0.50	950.00	475.00
1/6/2023		E-mail exchange	0.00	T@1	
WIP		Cascade Drilling	0.00		
Multiple emails re preliminary approval order.			0.00		
145017	TIME	E. Grover	0.20	950.00	190.00
1/31/2023		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re preliminary approval order.			0.00		
145016	TIME	E. Grover	0.20	950.00	190.00
2/1/2023		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails with administrator.			0.00		
145015	TIME	E. Grover	0.50	950.00	475.00
2/17/2023		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re preliminary approval order.			0.00		
145014	TIME	E. Grover	0.50	950.00	475.00
3/1/2023		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Multiple emails re class data issues.			0.00		
145013	TIME	E. Grover	0.20	950.00	190.00
3/8/2023		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re admin issues.			0.00		
145012	TIME	E. Grover	0.20	950.00	190.00
3/20/2023		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Emails re admin issues.			0.00		
145011	TIME	E. Grover	0.10	950.00	95.00
3/31/2023		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review weekly report.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
145010	TIME	E. Grover	0.10	950.00	95.00
4/7/2023		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review weekly report.			0.00		
145009	TIME	E. Grover	0.10	950.00	95.00
4/14/2023		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review weekly report.			0.00		
145007	TIME	E. Grover	0.10	950.00	95.00
5/1/2023		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review weekly report.			0.00		
145008	TIME	E. Grover	0.10	950.00	95.00
5/1/2023		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review weekly report.			0.00		
145006	TIME	E. Grover	0.10	950.00	95.00
5/5/2023		E-mail	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review weekly report.			0.00		
145005	TIME	E. Grover	0.30	950.00	285.00
5/11/2023		E-mail	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Emails with administrator re final approval declaration.					
145004	TIME	E. Grover	0.10	950.00	95.00
5/12/2023		Review	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review weekly report.			0.00		
145003	TIME	E. Grover	0.80	950.00	760.00
5/15/2023		Review	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review and revise several drafts of admin declaration and emails with Simpluris re same.					
145002	TIME	E. Grover	0.70	950.00	665.00
5/18/2023		E-mail	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Emails re finalizing edits to admin declaration and finalizing declaration.					

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Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
145019	E. Grover	3.50	950.00	3325.00
5/24/2023	Review	0.00	T@1	
WIP	Cascade Drilling	0.00		
Work on final approval and fee motions.		0.00		
145018	E. Grover	4.00	950.00	3800.00
5/25/2023	E-mail	0.00	T@1	
WIP	Cascade	0.00		
Drilling		0.00		
Work on final approval and fee motions; emails with defense counsel and Simpluris re same.				
Grand Total				
	Billable	82.00		77900.00
	Unbillable	0.00		0.00
	Total	82.00		77900.00

EXHIBIT 4

Selection Criteria	
Clie.Selection	Include: Cascade Drilling
Time.Selection	Include: E. Acevedo
Slip.Transaction Type	Time
Slip.Classification	Open

Rate Info - identifies rate source and level

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Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
136974	TIME	E. Acevedo	9.00	675.00	6075.00
12/13/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft ex parte application for an order requiring disclosure of class list and invalidating individual settlement releases.			0.00		
136975	TIME	E. Acevedo	8.20	675.00	5535.00
12/14/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Continue drafting ex parte application for an order requiring disclosure of class list and invalidating individual settlement releases.			0.00		
136976	TIME	E. Acevedo	7.00	675.00	4725.00
12/15/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Finish drafting ex parte application for an order requiring disclosure of class list and invalidating individual settlement releases.			0.00		
139107	TIME	E. Acevedo	3.00	675.00	2025.00
4/25/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft mediation brief.			0.00		
139121	TIME	E. Acevedo	1.80	675.00	1215.00
4/27/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Continue drafting mediation brief.			0.00		
139430	TIME	E. Acevedo	4.40	675.00	2970.00
5/2/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Continue drafting mediation brief.			0.00		

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Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
139431	TIME	E. Acevedo	6.50	675.00	4387.50
5/3/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Continue drafting mediation brief.			0.00		
139437	TIME	E. Acevedo	0.80	675.00	540.00
5/5/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review updated draft of mediation brief and conduct legal research regarding same; email R. Spencer regarding mediation brief.					
142165	TIME	E. Acevedo	6.20	675.00	4185.00
9/12/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Draft preliminary approval motion and accompanying documents.					
143074	TIME	E. Acevedo	1.10	675.00	742.50
10/27/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Continue drafting preliminary approval of class settlement and accompanying documents.					
143073	TIME	E. Acevedo	3.90	675.00	2632.50
11/3/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Continue drafting preliminary approval of class settlement and accompanying documents.					
143330	TIME	E. Acevedo	1.50	675.00	1012.50
11/30/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Revise updated preliminary approval motion papers.			0.00		
144409	TIME	E. Acevedo	7.30	675.00	4927.50
3/1/2023		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Draft motion for final approval and motion for attorneys' fees and costs.					
144410	TIME	E. Acevedo	3.10	675.00	2092.50
3/2/2023		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Continue drafting motion for final approval and motion for attorneys' fees and costs.					

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
144942	TIME	E. Acevedo	0.90	675.00	607.50
5/11/2023		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Continue drafting final approval motion and accompanying documents.					
144945	TIME	E. Acevedo	2.10	675.00	1417.50
5/17/2023		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Continue drafting motion for final approval and motion for attorneys' fees and costs.					
144946	TIME	E. Acevedo	0.80	675.00	540.00
5/18/2023		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Continue drafting motion for final approval and motion for attorneys' fees and costs.					
145020	TIME	E. Acevedo	2.00	675.00	1350.00
5/25/2023		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Revise motion for final approval of class settlement, motion for fees and costs and accompanying documents.					
Grand Total					
			Billable	69.60	46980.00
			Unbillable	0.00	0.00
			Total	69.60	46980.00

EXHIBIT 5

Selection Criteria

Clie.Selection Include: Cascade Drilling
Time.Selection Include: R. Spencer
Slip.Classification Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
130059	TIME	R. Spencer	4.50	675.00	3037.50
1/7/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review file for each Plaintiff; review timesheets for meal period violations.					
130064	TIME	R. Spencer	1.80	675.00	1215.00
1/8/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Interview Plaintiff Martinez.					
130072	TIME	R. Spencer	0.70	675.00	472.50
1/8/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Prepare for telephone call with Plaintiff Martinez.					
130073	TIME	R. Spencer	1.80	675.00	1215.00
1/8/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Begin drafting PAGA letter.					
130092	TIME	R. Spencer	0.60	675.00	405.00
1/11/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Williams.					
130093	TIME	R. Spencer	0.50	675.00	337.50
1/11/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Prepare for telephone call with Plaintiff Williams.					
130105	TIME	R. Spencer	3.90	675.00	2632.50
1/12/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Continue drafting PAGA letter.					

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Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
130469	TIME	R. Spencer	0.50	675.00	337.50
1/26/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Telephone call with Plaintiff Williams; edit PAGA letter.					
130470	TIME	R. Spencer	0.10	675.00	67.50
1/26/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
E-mail Plaintiff Williams PAGA letter for review.					
130471	TIME	R. Spencer	0.20	675.00	135.00
1/26/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Telephone Plaintiff Martinez and e-mail Plaintiff Martinez PAGA letter for review.					
130644	TIME	R. Spencer	1.40	675.00	945.00
2/4/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Finalize PAGA letter; assemble exhibits and redact; respond to questions from E. Grover; file.					
130657	TIME	R. Spencer	5.00	675.00	3375.00
2/5/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Begin drafting complaint.					
130668	TIME	R. Spencer	3.20	675.00	2160.00
2/8/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Draft and proofread complaint; send to E. Grover for review.					
131056	TIME	R. Spencer	1.50	675.00	1012.50
2/19/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Finalize complaint; prepare complaint package; submit for filing.					
131873	TIME	R. Spencer	4.10	675.00	2767.50
4/5/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft first amended complaint.					

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
131938	TIME	R. Spencer	0.30	675.00	202.50
4/13/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Finalize first amended complaint.			0.00		
131939	TIME	R. Spencer	0.20	675.00	135.00
4/13/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
E-mail Plaintiff Williams regarding first amended complaint; telephone Plaintiff Williams regarding same.					
131940	TIME	R. Spencer	0.20	675.00	135.00
4/13/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
E-mail Plaintiff Martinez regarding first amended complaint; telephone Plaintiff Martinez regarding same.					
131943	TIME	R. Spencer	0.20	675.00	135.00
4/13/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
E-mail opposing counsel regarding E-service list; update list accordingly.					
132345	TIME	R. Spencer	0.80	675.00	540.00
4/22/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Martinez.			0.00		
132413	TIME	R. Spencer	3.00	675.00	2025.00
4/30/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft first amended complaint.			0.00		
132482	TIME	R. Spencer	1.30	675.00	877.50
5/5/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review file and draft request to continue case management conference; have staff file.					
132571	TIME	R. Spencer	0.10	675.00	67.50
5/13/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review Court's order continuing case management conference; have staff file.					

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
132729	TIME	R. Spencer	2.00	675.00	1350.00
5/24/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft discovery.			0.00		
132792	TIME	R. Spencer	6.20	675.00	4185.00
5/25/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft special interrogatories; edit request for production of documents.			0.00		
132810	TIME	R. Spencer	2.00	675.00	1350.00
5/26/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Edit discovery requests; draft supporting declaration, send to E. Grover for review.			0.00		
132905	TIME	R. Spencer	0.80	675.00	540.00
6/1/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Finalize discovery; have staff serve same.			0.00		
133590	TIME	R. Spencer	0.10	675.00	67.50
6/17/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Respond to e-mails from opposing counsel; agree to extension and calendar same.			0.00		
133630	TIME	R. Spencer	0.10	675.00	67.50
6/21/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Respond to e-mail from opposing counsel.			0.00		
133715	TIME	R. Spencer	0.40	675.00	270.00
6/23/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Conference call with opposing counsel; update E. Grover.			0.00		
133716	TIME	R. Spencer	0.50	675.00	337.50
6/23/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review file to prepare for conference call with opposing counsel.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
133911	TIME	R. Spencer	1.00	675.00	675.00
7/7/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft joint initial case management statement.			0.00		
134019	TIME	R. Spencer	0.40	675.00	270.00
7/12/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review opposing counsel's edits to initial case management statement; finalize; e-mail to opposing counsel for signature.					
134064	TIME	R. Spencer	0.30	675.00	202.50
7/13/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review final case management conference statement; sign and work with staff to file.					
134297	TIME	R. Spencer	0.70	675.00	472.50
7/21/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft protective order; send to co-counsel for review.			0.00		
134559	TIME	R. Spencer	0.10	675.00	67.50
7/29/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
E-mail opposing counsel regarding protective order.			0.00		
134695	TIME	R. Spencer	0.20	675.00	135.00
8/6/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
E-mail co-counsel regarding protective order.			0.00		
134970	TIME	R. Spencer	4.20	675.00	2835.00
8/24/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review Defendant's discovery responses.			0.00		
134972	TIME	R. Spencer	0.80	675.00	540.00
8/25/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review discovery responses; send e-mail to E. Grover.					

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
135545	TIME	R. Spencer	4.50	675.00	3037.50
9/14/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review Defendant's document production.			0.00		
135546	TIME	R. Spencer	0.10	675.00	67.50
9/14/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
E-mail opposing counsel.			0.00		
135593	TIME	R. Spencer	0.10	675.00	67.50
9/16/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Receive confirmation of new motion to compel deadline; calendar same with staff.					
135594	TIME	R. Spencer	0.10	675.00	67.50
9/16/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Receive confirmation of new motion to compel deadline; calendar same with staff.					
135646	TIME	R. Spencer	4.00	675.00	2700.00
9/22/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Draft meet and confer letter regarding Defendant's responses.					
135647	TIME	R. Spencer	1.00	675.00	675.00
9/23/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Cascade worker.			0.00		
135648	TIME	R. Spencer	6.40	675.00	4320.00
9/23/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft meet and confer letter.			0.00		
135654	TIME	R. Spencer	6.00	675.00	4050.00
9/24/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Continue drafting meet and confer letter regarding Defendant's discovery responses.					
135688	TIME	R. Spencer	4.20	675.00	2835.00
9/28/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Finalize meet and confer letter; proofread and edit;			0.00		

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Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
send to opposing counsel.				
135718	R. Spencer	0.20	675.00	135.00
9/30/2021	Other	0.00	T@1	
WIP	Cascade Drilling	0.00		
Telephone call with Plaintiff Williams.		0.00		
135719	R. Spencer	0.20	675.00	135.00
9/30/2021	Other	0.00	T@1	
WIP	Cascade Drilling	0.00		
Telephone Plaintiff Martinez.		0.00		
135729	R. Spencer	0.10	675.00	67.50
10/1/2021	Other	0.00	T@1	
WIP	Cascade Drilling	0.00		
Respond to e-mails from opposing counsel.		0.00		
135734	R. Spencer	0.10	675.00	67.50
10/4/2021	Other	0.00	T@1	
WIP	Cascade Drilling	0.00		
Respond to e-mail from Plaintiff Martinez.		0.00		
135760	R. Spencer	0.30	675.00	202.50
10/5/2021	Other	0.00	T@1	
WIP	Cascade	0.00		
Drilling		0.00		
Prepare for and participate in conference call with co-counsel.				
135774	R. Spencer	0.70	675.00	472.50
10/7/2021	Other	0.00	T@1	
WIP	Cascade Drilling	0.00		
Conference call with opposing counsel.		0.00		
135775	R. Spencer	0.30	675.00	202.50
10/7/2021	Other	0.00	T@1	
WIP	Cascade Drilling	0.00		
Prepare for conference call with opposing counsel.		0.00		
135791	R. Spencer	6.50	675.00	4387.50
10/7/2021	Other	0.00	T@1	
WIP	Cascade Drilling	0.00		
Draft discovery responses for Plaintiff Martinez.		0.00		
135795	R. Spencer	0.10	675.00	67.50
10/8/2021	Other	0.00	T@1	
WIP	Cascade Drilling	0.00		
Telephone Plaintiff Martinez.		0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
135796	TIME	R. Spencer	0.10	675.00	67.50
10/8/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone Plaintiff Williams.			0.00		
135799	TIME	R. Spencer	4.00	675.00	2700.00
10/8/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft discovery responses for Plaintiff Martinez.			0.00		
135821	TIME	R. Spencer	6.00	675.00	4050.00
10/11/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft discovery responses for Plaintiff Martinez.			0.00		
135826	TIME	R. Spencer	0.30	675.00	202.50
10/12/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Martinez.			0.00		
135827	TIME	R. Spencer	1.30	675.00	877.50
10/12/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Edit discovery responses for Plaintiff Williams.			0.00		
135905	TIME	R. Spencer	1.50	675.00	1012.50
10/13/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Interview Plaintiff Martinez regarding discovery responses.					
135906	TIME	R. Spencer	0.70	675.00	472.50
10/13/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft Plaintiff Martinez discovery responses.			0.00		
136103	TIME	R. Spencer	0.10	675.00	67.50
10/25/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone Plaintiff Williams.			0.00		
136104	TIME	R. Spencer	0.10	675.00	67.50
10/25/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
E-mail opposing counsel regarding case deadlines.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
136121	TIME	R. Spencer	0.20	675.00	135.00
10/26/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with opposing counsel.			0.00		
136229	TIME	R. Spencer	6.20	675.00	4185.00
10/29/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Document review.			0.00		
136247	TIME	R. Spencer	1.40	675.00	945.00
11/2/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone calls with Plaintiff Williams.			0.00		
136248	TIME	R. Spencer	0.10	675.00	67.50
11/2/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone Plaintiff Martinez.			0.00		
136251	TIME	R. Spencer	3.00	675.00	2025.00
11/2/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Audit Plaintiff Martinez's wage statements.			0.00		
136253	TIME	R. Spencer	3.00	675.00	2025.00
11/2/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft Martinez discovery responses.			0.00		
136258	TIME	R. Spencer	3.70	675.00	2497.50
11/3/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Edit and draft Plaintiff Martinez's special interrogatory responses.			0.00		
136277	TIME	R. Spencer	0.10	675.00	67.50
11/5/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Martinez.			0.00		
136278	TIME	R. Spencer	0.30	675.00	202.50
11/5/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Williams.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
136279	TIME	R. Spencer	1.30	675.00	877.50
11/5/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Draft Plaintiff Martinez's special interrogatory responses.					
136300	TIME	R. Spencer	0.70	675.00	472.50
11/8/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Williams.			0.00		
136301	TIME	R. Spencer	3.80	675.00	2565.00
11/8/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Draft Plaintiff Martinez's responses to Special Interrogatories.					
136302	TIME	R. Spencer	4.40	675.00	2970.00
11/8/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Draft Plaintiff Williams' responses to Special Interrogatories.					
136308	TIME	R. Spencer	2.50	675.00	1687.50
11/9/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review audit of Plaintiff Williams timesheets for meal period violations.					
136309	TIME	R. Spencer	3.50	675.00	2362.50
11/9/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review audit of Plaintiff Williams' responses to Special Interrogatories.					
136310	TIME	R. Spencer	1.80	675.00	1215.00
11/9/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Draft Plaintiff Martinez's response to request for production of documents.					
136378	TIME	R. Spencer	6.30	675.00	4252.50
11/10/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Finish drafting discovery, send to E. Grover for review.					

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Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
136379	TIME	R. Spencer	6.00	675.00	4050.00
11/11/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Enter E. Grover's changes; format discovery; send to Plaintiffs for review and send Plaintiff's verifications.					
136380	TIME	R. Spencer	0.20	675.00	135.00
11/11/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Serve discovery responses.			0.00		
136381	TIME	R. Spencer	0.10	675.00	67.50
11/11/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Respond to e-mail from opposing counsel.			0.00		
136634	TIME	R. Spencer	0.10	675.00	67.50
11/29/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
E-mail opposing counsel.			0.00		
136636	TIME	R. Spencer	0.10	675.00	67.50
11/29/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review notice of related case.			0.00		
136657	TIME	R. Spencer	0.20	675.00	135.00
11/30/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Telephone opposing counsel; receive extension for motion to compel; calendar deadlines regarding same.					
136742	TIME	R. Spencer	0.80	675.00	540.00
12/6/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Draft request to continue case management conference; send to opposing counsel; receive edits and approval to file.					
136779	TIME	R. Spencer	0.20	675.00	135.00
12/7/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
E-mail request to continue case management statement to the Court.					

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Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
136785	TIME	R. Spencer	0.30	675.00	202.50
12/7/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Williams.			0.00		
136786	TIME	R. Spencer	0.30	675.00	202.50
12/7/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Martinez.			0.00		
136787	TIME	R. Spencer	0.20	675.00	135.00
12/7/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
E-mail co-counsel and E. Grover regarding Defendant likely doing Pick-Up Stix releases with class members.					
136800	TIME	R. Spencer	0.10	675.00	67.50
12/8/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Respond to e-mails from M. DeSario.			0.00		
136801	TIME	R. Spencer	0.30	675.00	202.50
12/8/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review petition for coordination.			0.00		
136805	TIME	R. Spencer	0.40	675.00	270.00
12/9/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Telephone calls with Plaintiff Williams; review e-mail regarding settlement to putative class members; e-mail E. Grover and M. Desario regarding same.					
136839	TIME	R. Spencer	0.20	675.00	135.00
12/13/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
E-mail opposing counsel; receive motion to compel extension; calendar same.					
136841	TIME	R. Spencer	0.70	675.00	472.50
12/13/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Receive document production from opposing counsel; download and e-mail to E. Grover and co-counsel; review same.					

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Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
136843	TIME	R. Spencer	0.20	675.00	135.00
12/13/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Finalize updated case management statement; have staff file.					
136847	TIME	R. Spencer	2.40	675.00	1620.00
12/13/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review ex parte materials for challenging pick-up stix releases.					
136858	TIME	R. Spencer	0.10	675.00	67.50
12/14/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Respond to e-mail from M. Desario.			0.00		
136868	TIME	R. Spencer	0.30	675.00	202.50
12/15/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review rules for filing ex parte in Alameda; e-mail ex parte application and related items to the Court.					
136869	TIME	R. Spencer	1.70	675.00	1147.50
12/15/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review ex parte application; assist with filing.			0.00		
136935	TIME	R. Spencer	0.60	675.00	405.00
12/20/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with putative class member.			0.00		
136947	TIME	R. Spencer	0.50	675.00	337.50
12/20/2021		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review Defendant's opposition to ex parte application.					
136960	TIME	R. Spencer	0.70	675.00	472.50
12/22/2021		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Attend ex parte hearing.			0.00		

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Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
137019	TIME	R. Spencer	0.60	675.00	405.00
1/4/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with putative class member.			0.00		
137237	TIME	R. Spencer	2.00	675.00	1350.00
1/6/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Draft and serve special interrogatories (set two) and requests for production (set two).					
137304	TIME	R. Spencer	2.00	675.00	1350.00
1/13/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review discovery and defendant's responses for outstanding issues.					
137317	TIME	R. Spencer	2.00	675.00	1350.00
1/16/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft meet and confer letter.			0.00		
137318	TIME	R. Spencer	2.70	675.00	1822.50
1/17/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Edit and finalize meet and confer letter.			0.00		
137336	TIME	R. Spencer	0.10	675.00	67.50
1/18/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
E-mail opposing counsel.			0.00		
137425	TIME	R. Spencer	0.80	675.00	540.00
1/21/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with putative class member.			0.00		
137558	TIME	R. Spencer	0.80	675.00	540.00
1/31/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Williams.			0.00		
137713	TIME	R. Spencer	0.10	675.00	67.50
2/8/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Williams.			0.00		

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Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
137714	TIME	R. Spencer	0.20	675.00	135.00
2/8/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Martinez.			0.00		
137796	TIME	R. Spencer	1.70	675.00	1147.50
2/14/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft mediation information request.			0.00		
137804	TIME	R. Spencer	6.00	675.00	4050.00
2/15/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft mediation information request; send to E. Grover for review.			0.00		
137859	TIME	R. Spencer	0.10	675.00	67.50
2/21/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review e-mails.			0.00		
138075	TIME	R. Spencer	1.90	675.00	1282.50
2/28/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Update mediation information request; send to E. Grover for review.			0.00		
138718	TIME	R. Spencer	0.30	675.00	202.50
3/28/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Send corrected joint prosecution agreement to Plaintiffs via DocuSign; telephone each Plaintiff regarding same.			0.00		
138722	TIME	R. Spencer	0.80	675.00	540.00
3/28/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review docket; draft stipulation to continue case management conference; send to opposing counsel; receive signature and file same.			0.00		
139222	TIME	R. Spencer	0.70	675.00	472.50
5/2/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with E. Acevedo regarding mediation brief.			0.00		

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Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
139443	TIME	R. Spencer	0.40	675.00	270.00
5/3/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review draft of mediation brief.			0.00		
139449	TIME	R. Spencer	0.10	675.00	67.50
5/4/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
E-mail re mediation brief.			0.00		
139450	TIME	R. Spencer	2.40	675.00	1620.00
5/4/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review data produced by Defendant; e-mail opposing counsel to get additional data regarding PAGA workweeks.			0.00		
139455	TIME	R. Spencer	2.50	675.00	1687.50
5/5/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Edit mediation brief.			0.00		
139457	TIME	R. Spencer	3.70	675.00	2497.50
5/5/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Edit mediation brief; send to E. Acevedo for review.			0.00		
139458	TIME	R. Spencer	4.60	675.00	3105.00
5/5/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review documents produced by Defendant in response to mediation information request; assemble exhibits.			0.00		
139479	TIME	R. Spencer	7.20	675.00	4860.00
5/9/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Edit mediation brief to add in sections regarding Viking River, PAGA Manageability, and arbitration and collective bargaining agreements; e-mail to co-counsel for review.			0.00		
139645	TIME	R. Spencer	3.70	675.00	2497.50
5/11/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Receive edits to brief from co-counsel; edit and research issues; send to M. DeSario for review.			0.00		

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Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
139762	TIME	R. Spencer	2.70	675.00	1822.50
5/12/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Assemble mediation exhibits.			0.00		
139763	TIME	R. Spencer	4.70	675.00	3172.50
5/12/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Receive edits on the brief from M. DeSario; edit further; enter exhibit designations.					
139764	TIME	R. Spencer	3.00	675.00	2025.00
5/13/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Enter in mediation exhibit designations; send to M. Desario for final review; assemble final exhibits; send to mediator.					
139833	TIME	R. Spencer	0.30	675.00	202.50
5/17/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review Defendant's response for missing items; e-mail Defendant regarding same.					
139840	TIME	R. Spencer	0.20	675.00	135.00
5/17/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
E-mail mediation briefs to M. Desario and J. Lee; upload to dropbox and provide link.					
139841	TIME	R. Spencer	0.40	675.00	270.00
5/17/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review Defendant's mediation brief.			0.00		
139882	TIME	R. Spencer	6.20	675.00	4185.00
5/18/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review Defendant's mediation brief; do in-depth damages calculation with numerous difference scenarios; send to E. Grover for review; also send to M.Desario and J. Lee for review.					
139939	TIME	R. Spencer	1.00	675.00	675.00
5/19/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Draft MOU; send to M. DeSario for review.			0.00		

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Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
139941	TIME	R. Spencer	3.00	675.00	2025.00
5/19/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Prepare for mediation.			0.00		
139957	TIME	R. Spencer	8.00	675.00	5400.00
5/20/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Attend mediation.			0.00		
139958	TIME	R. Spencer	0.10	675.00	67.50
5/20/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone Plaintiff Williams.			0.00		
139959	TIME	R. Spencer	0.10	675.00	67.50
5/20/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone Plaintiff Martinez.			0.00		
139985	TIME	R. Spencer	1.50	675.00	1012.50
5/23/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review settlement agreement and notice.			0.00		
139995	TIME	R. Spencer	4.40	675.00	2970.00
5/24/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Edit settlement agreement; draft PAGA notice; edit notice.			0.00		
140007	TIME	R. Spencer	0.80	675.00	540.00
5/25/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Edit longform settlement and associated documents; send to M. DeSario for review.			0.00		
140013	TIME	R. Spencer	1.20	675.00	810.00
5/27/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review J. Ghosh edits to longform settlement; edit accordingly, send to M. DeSario for review.			0.00		
140016	TIME	R. Spencer	0.40	675.00	270.00
5/27/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Respond to e-mail from opposing counsel.			0.00		

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Description		Reference	Variance		
140017	TIME	R. Spencer	0.40	675.00	270.00
5/27/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Accept edits to longform settlement agreement; remove comments; send to opposing counsel for review.					
140591	TIME	R. Spencer	0.40	675.00	270.00
6/14/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review calendar and docket; check for case management conference; did not receive certain order; have J. Gonzalez retrieve notice of case management conference; have J. Gonzalez do notice regarding same.					
140871	TIME	R. Spencer	2.30	675.00	1552.50
6/27/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Draft joint case management statement; send to all parties for signature; receive edits; finalize; file same and e-mail to clerk.					
140873	TIME	R. Spencer	4.50	675.00	3037.50
6/27/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review Defendant's changes to settlement agreement; review numbers; edit; send to M. DeSario and E. Santos for review.					
140923	TIME	R. Spencer	3.40	675.00	2295.00
7/1/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review comments to settlement from E. Santos; perform math calculations based on information from Defendant regarding impact of flat payment to Pick-Up Stix employees that is requested by Defendant; e-mail same to E. Santos.					
141155	TIME	R. Spencer	0.10	675.00	67.50
7/12/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
E-mail opposing counsel.			0.00		

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Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
141156	TIME	R. Spencer	0.10	675.00	67.50
7/12/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Respond to e-mail from E. Grover.			0.00		
141309	TIME	R. Spencer	3.30	675.00	2227.50
7/13/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review new workweek numbers from Defendant; edit settlement agreement; send draft to co-counsel.					
141696	TIME	R. Spencer	1.00	675.00	675.00
7/27/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Edit settlement agreement; send to co-counsel for review.					
141709	TIME	R. Spencer	1.00	675.00	675.00
7/29/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review J. Ghosh's edits to settlement agreement; e-mail E. Santos regarding same; accept changes and send to opposing counsel.					
141781	TIME	R. Spencer	0.10	675.00	67.50
8/5/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Martinez.			0.00		
141855	TIME	R. Spencer	0.20	675.00	135.00
8/15/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Review case e-mails after returning from vacation.			0.00		
141894	TIME	R. Spencer	1.00	675.00	675.00
8/17/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review updated settlement agreement and edit; send to E. Santos and M. DeSavior for review.					
141933	TIME	R. Spencer	0.10	675.00	67.50
8/23/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
E-mail opposing counsel.			0.00		
141949	TIME	R. Spencer	2.50	675.00	1687.50
8/26/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		

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Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
Review settlement agreement; review case law cited by Defendant; draft side letter; telephone Plaintiffs regarding side letter; e-mail co-counsel regarding same.			0.00		
141954	TIME	R. Spencer	1.50	675.00	1012.50
8/28/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Edit side letter; edit notice; further revise settlement agreement; send to co-counsel for review.					
141972	TIME	R. Spencer	0.30	675.00	202.50
8/29/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Williams.			0.00		
142020	TIME	R. Spencer	0.30	675.00	202.50
9/6/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Draft case management statement; send to co-counsel and opposing counsel for review.					
142028	TIME	R. Spencer	0.30	675.00	202.50
9/7/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Prepare case management conference statement for filing.					
142087	TIME	R. Spencer	0.30	675.00	202.50
9/12/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Check for tentative for case management conference; share with opposing counsel and co-counsel; calendar new dates.					
142111	TIME	R. Spencer	0.80	675.00	540.00
9/15/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review Defendant's edits to class notice; e-mail co-counsel regarding same.					
142112	TIME	R. Spencer	0.20	675.00	135.00
9/15/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
E-mail proposed claims administrator regarding bid.			0.00		

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Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
142153	TIME	R. Spencer	0.10	675.00	67.50
9/20/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
E-mail co-counsel to see if they approve the notice.			0.00		
142187	TIME	R. Spencer	0.10	675.00	67.50
9/22/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
E-mails with claims administrator.			0.00		
142215	TIME	R. Spencer	0.70	675.00	472.50
9/27/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Update notice after receiving edits from J. Ghosh; send to Defendant.					
142369	TIME	R. Spencer	0.50	675.00	337.50
10/7/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Finalize settlement agreement; e-mail co-counsel and receive approval.					
142371	TIME	R. Spencer	0.50	675.00	337.50
10/7/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Send settlement agreement to Plaintiff Martinez; telephone Plaintiff Martinez.					
142372	TIME	R. Spencer	0.50	675.00	337.50
10/7/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Send settlement agreement to Plaintiff Williams, telephone Plaintiff Williams.					
142373	TIME	R. Spencer	0.50	675.00	337.50
10/7/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Circulate letter for signature; make change requested by co-counsel; regarding-circulate.					
142403	TIME	R. Spencer	1.60	675.00	1080.00
10/11/2022		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review file to calculate estimated individual settlements for Plaintiffs Martinez and Williams.					

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
142404	TIME	R. Spencer	0.30	675.00	202.50
10/11/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Williams.			0.00		
142405	TIME	R. Spencer	0.10	675.00	67.50
10/11/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone Plaintiff Martinez.			0.00		
142427	TIME	R. Spencer	0.10	675.00	67.50
10/12/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Receive Plaintiff Williams' signature on settlement agreement; circulate to co-counsel.			0.00		
142432	TIME	R. Spencer	0.60	675.00	405.00
10/13/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Martinez; resend settlement via DocuSign; circulate Plaintiff's signature.			0.00		
142880	TIME	R. Spencer	0.20	675.00	135.00
10/26/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Respond to e-mails.			0.00		
142937	TIME	R. Spencer	0.20	675.00	135.00
10/27/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Respond to e-mails from E. Grover.			0.00		
143262	TIME	R. Spencer	0.80	675.00	540.00
11/30/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Finalize Spencer Declaration in support of preliminary approval; upload preliminary approval papers to LWDA.			0.00		
143287	TIME	R. Spencer	0.10	675.00	67.50
12/6/2022		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Respond to e-mail from co-counsel.			0.00		

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
143616	TIME	R. Spencer	0.10	675.00	67.50
1/12/2023		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Williams.			0.00		
143617	TIME	R. Spencer	0.10	675.00	67.50
1/12/2023		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Martinez.			0.00		
143898	TIME	R. Spencer	0.20	675.00	135.00
2/3/2023		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Check on status of class list being provided to claims administrator; check on status of formal preliminary approval order.					
143901	TIME	R. Spencer	0.60	675.00	405.00
2/6/2023		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review claims administrator's version of the notice and timeline; check calendar; ask staff to calendar final approval date and last date to file.					
143959	TIME	R. Spencer	0.10	675.00	67.50
2/6/2023		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
E-mail opposing counsel regarding approval dates.			0.00		
144213	TIME	R. Spencer	0.20	675.00	135.00
2/16/2023		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
E-mail clerk regarding preliminary approval order.			0.00		
144222	TIME	R. Spencer	0.40	675.00	270.00
2/17/2023		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Check dates for new preliminary approval hearing; e-mail opposing counsel.					
144266	TIME	R. Spencer	1.50	675.00	1012.50
2/22/2023		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Draft stipulation to continue final approval; send to co-counsel and opposing counsel; receive edits; approve.					

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Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
144316	TIME	R. Spencer	0.30	675.00	202.50
3/1/2023		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Receive order granting stipulation to move final approval; prepare and serve notice; provide to claims administrator.					
144317	TIME	R. Spencer	1.50	675.00	1012.50
3/1/2023		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Review spreadsheet for class member payments; review settlement agreement; e-mail claims administrator with questions.					
144972	TIME	R. Spencer	3.00	675.00	2025.00
5/17/2023		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Draft Plaintiff Martinez and Plaintiff Williams declarations in support of final approval.					
144977	TIME	R. Spencer	0.50	675.00	337.50
5/17/2023		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
Telephone call with Plaintiff Williams.			0.00		
144978	TIME	R. Spencer	0.20	675.00	135.00
5/17/2023		Other	0.00	T@1	
WIP		Cascade Drilling	0.00		
E-mail certain requested documents to co-counsel.			0.00		
144983	TIME	R. Spencer	0.70	675.00	472.50
5/18/2023		Other	0.00	T@1	
WIP		Cascade	0.00		
Drilling			0.00		
Telephone call with Plaintiff Martinez; finalize declaration and send for signature.					
Grand Total					
			289.50		195412.50
			0.00		0.00
			289.50		195412.50

EXHIBIT 6

Keller Grover
Cascade expenses by Account
All Dates

	Date	Name	Amount
Case Expenses Receivable			
\$Delivery			
	02/24/2021	Western Messenger Service, Inc.	69.05
	03/03/2021	Western Messenger Service, Inc.	69.05
	05/12/2021	Western Messenger Service, Inc.	94.01
	05/19/2021	Western Messenger Service, Inc.	94.01
	07/18/2021	Western Messenger Service, Inc.	38.27
	08/22/2021	Western Messenger Service, Inc.	94.01
Total for \$Delivery			\$ 458.40
\$FedEx			
	05/19/2022	FedEx	98.20
Total for \$FedEx			\$ 98.20
\$Filing & Court Fees			
	02/07/2021	LWDA	75.00
	02/19/2021	Clerk of the Court	435.00
	03/03/2021	Clerk of the Court	1,000.00
	03/11/2021	Superior Court of Alameda County	4.00
	03/14/2021	One Legal, Inc.	41.18
	04/08/2021	One Legal, Inc.	30.89
	05/05/2021	Clerk of the Court	20.00
	05/18/2021	Clerk of the Court	150.00
	08/16/2021	Clerk of the Court	20.00
	08/22/2021	Superior Court of Alameda County	9.50
	12/09/2021	One Legal, Inc.	41.13
	12/09/2021	One Legal, Inc.	39.89
	12/14/2021	One Legal, Inc.	22.60
	12/15/2021	One Legal, Inc.	39.64
	12/16/2021	One Legal, Inc.	82.31
	12/19/2021	One Legal, Inc.	70.78
	01/07/2022	One Legal, Inc.	19.51
	01/07/2022	Superior Court	8.00
	03/30/2022	One Legal, Inc.	40.61
	03/31/2022	One Legal, Inc.	42.47
	06/16/2022	One Legal, Inc.	20.02
	06/16/2022	Superior Court of Alameda County	2.00
	06/28/2022	One Legal, Inc.	20.02
	06/30/2022	One Legal, Inc.	42.72
	09/08/2022	One Legal, Inc.	20.02
	09/11/2022	One Legal, Inc.	42.47
	11/11/2022	Superior Court of Alameda County	1.00
	12/02/2022	One Legal, Inc.	81.79

12/04/2022	One Legal, Inc.	91.11
02/22/2023	eCourt Public Portal Transaction	8.00
02/23/2023	One Legal, Inc.	20.49
02/24/2023	One Legal, Inc.	42.72
02/24/2023	Case Anywhere, LLC	38.73
03/03/2023	One Legal, Inc.	20.49
Total for \$Filing & Court Fees		\$ 2,644.09
\$Mediation Fee		
02/18/2022	Judicate West	6,250.00
Total for \$Mediation Fee		\$ 6,250.00
\$Postage		
03/09/2021	Postage	1.80
05/31/2021	Postage	1.80
09/15/2021	Postage	3.13
12/01/2021	Postage	3.52
Total for \$Postage		\$ 10.25
\$Photocopies		
5/23/2023	Keller Grover photocopies (2786 x .20)	\$ 557.20
Total for \$Photocopies		\$ 557.20
\$Research		
09/30/2021	LexisNexis, RELX Inc.	0.95
01/03/2022	LexisNexis, RELX Inc.	149.20
05/31/2022	LexisNexis, RELX Inc.	29.62
07/31/2022	LexisNexis, RELX Inc.	4.02
08/31/2022	LexisNexis, RELX Inc.	1.09
Total for \$Research		\$ 184.88
\$Telephone		
09/27/2021	Vast Conference	2.24
03/31/2022	Vast Conference	2.69
Total for \$Telephone		\$ 4.93
Total for Case Expenses Receivable		\$ 10,207.95

Wednesday, May 24, 2023 09:11 AM

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **June 1, 2023**, in the case *Cascade Drilling Wage and Hour Cases*, Alameda County Superior Court, Case Number RG21090743, I served the foregoing document(s):

DECLARATION OF ERIC A. GROVER IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND MOTION FOR AWARD OF ATTORNEYS' FEES AND COSTS, CLASS REPRESENTATIVE ENHANCEMENTS, AND SETTLEMENT ADMINISTRATION FEES

on the interested party(ies) below, using the following means:

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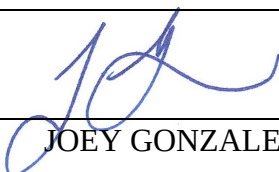
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(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.



(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


JOEY GONZALEZ