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Attorneys for Plaintiff GERTRUDES CENTENO on behalf of himself and all others similarly situated,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT
SPRING STREET COURTHOUSE**

GERTRUDES CENTENO, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

REDHEAD KITCHEN, LLC dba PASTA
SISTERS, and DOES 1 through 50, inclusive,

Defendants.

Case No.: 18STCV01494

CLASS ACTION

**DECLARATION OF KATHERINE J.
ODENBREIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF PAGA
SETTLEMENT**

Assigned for all purposes to:
Hon. Maren Nelson, Dept.: 17

Date: April 27, 2021
Time: 10:00 a.m.
Dept.: 17

Complaint Filed: October 19, 2018
Trial Date: Not Yet Set

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1. I am an attorney duly admitted to practice law in the State of California and before this Court. I am an attorney with the Mahoney Law Group, APC, and counsel of record for Plaintiff GERTRUDES CENTENO (“Plaintiff”) in the instant matter, *Centeno v. Redhead Kitchen, LLC dba Pasta Sisters*, Superior Court of California, County of Los Angeles case number 18STCV01494. I have personal knowledge of the facts set forth herein and if called upon as a witness I could and would competently testify thereto.

3. On October 12, 2018, Plaintiff submitted to the LWDA Notice of alleged violations and intent to file a representative action if the LWDA declined to investigate. Attached hereto as Exhibit B is a true and correct copy of that letter.

4. On October 19, 2018, Plaintiff GERTRUDES CENTENO (“Plaintiff”) filed a class action complaint against Defendant REDHEAD KITCHEN, LLC dba PASTA SISTERS (“Defendant” or “Redhead”), alleging various wage and hour violations (failure to pay all wages, including minimum wage compensation; failure to provide meal and rest periods; failure to provide accurate earnings statements; failure to pay owed wages at time of separation from employment; failure to reimburse business related expenses) as well as violations of unfair competition laws set forth in the Business and Professions Code (“B&PC”). Plaintiff thereafter filed a first amended complaint on March 29, 2019, adding the PAGA-related cause of action. In the first amended complaint, Plaintiff alleged the following Labor Code violations under PAGA: Labor Code sections 201, 202, 203, 204, 221-225.5, 226, 226.7, 510, 512, 558, 1174, 1197 and 1197. These allegations were set forth in Plaintiff’s pre-filing notice to the Labor and Workforce Development Agency (“LWDA”) on October 12, 2018. (Ex. B.) Plaintiff contends Defendant failed to provide timely and uninterrupted meal and rest breaks, failed to pay premium wages for missed meal and rest breaks, failed to pay all overtime and minimum wages due, failed to provide accurate itemized wage statements and failed to pay all wages due at separation of employment.

Specifically, Plaintiff alleged he and the Aggrieved Employees were not provided with meal breaks within the first five (5) hours of their work shifts, were required to return to work before a full thirty (30) minute break or were not provided with a meal period at all. Plaintiff further alleges he and the other Aggrieved Employees were not provided with a second meal break when they worked shifts in excess of ten (10) hours. Plaintiff also alleged he and Aggrieved Employees were provided with only 1 rest break in for shifts worked in excess of six (6) hours. Defendant had not policy or practice for paying premium pay when employees were not provided with meal or rest breaks. Plaintiff further alleged Defendant would not pay all overtime and minimum wages due for time spent by employees working off-the-clock. Specifically, Plaintiff contends they would work shifts in excess of eight to ten (8-10) hours but that time would not be entered by managers on their time records to reflect this overtime worked. Plaintiff also alleged derivative claims arising from the above-described violations: that Defendant frequently and regularly issued to Plaintiff and Plaintiff Class inaccurate wage statements which did not accurately set forth the number of hours worked or wages earned in a given pay period and that Defendant failed to pay all wages owed at the time of separation from employment.

5. Defendants have denied all liability and have contended that: (1) Employees were not permitted to work off-the-clock; (2) Defendant consistently provided to Plaintiff and Aggrieved Employees legally compliant opportunities to take meal and rest periods; (3) front of the house employees rarely worked shifts that would require a meal period as well as other legal defenses.

6. On May 1, 2019, Defendant filed a Motion to Compel Arbitration of Plaintiff's individual claims and stay the remaining claims. On August 1, 2019, the Court granted Defendant's motion and ordered the individual claims of Mr. Centeno to arbitration and stayed Plaintiff's PAGA claims. The Court further found dismissal of the class allegations was not necessary because they do not constitute "claims".

7. Following the Court's order compelling arbitration of Plaintiff's individual claims Plaintiff submitted a demand for arbitration on January 15, 2020. Defendant filed a response to this demand on February 27, 2020. The arbitrator is Emily Boyle of the American Arbitration

1 Association. The arbitration hearing was scheduled for May 25-27, 2021. The Parties had
2 exchanged initial written discovery and documents. The Parties have notified the arbitrator of the
3 settlement and requested to vacate the arbitration hearing. Plaintiff will file a request for dismissal
4 of the arbitration case once this PAGA settlement is approved.

5 8. On January 25, 2021, the Parties attended mediation with mediator Jill Sperber,
6 Esq. from the offices of Judicate West, following which the Parties reached a resolution regarding
7 the principal terms of settlement, which were subsequently formalized in a written “PAGA
8 Settlement Agreement” (Settlement Agreement), executed on February 8, 2021. (Exhibit A.)
9 During the mediation, the Parties separately negotiated and resolved the individual claims of
10 Plaintiff Centeno, currently pending in arbitration. The terms of the individual settlement are
11 confidential, however, Plaintiff will if required by the Court disclose the amount he received in-
12 camera. In advance of mediation, Plaintiff was provided with all of Defendant’s written employee
13 policies, a sample of thirty-one (31) (including Plaintiff) employee time and pay records
14 representing approximately nineteen percent (19%) of the aggrieved employees, data from
15 Defendant providing the total number of pay periods at issue, total number of aggrieved
16 employees, and an expert report prepared by Plaintiff’s expert extrapolating from the employee
17 records provided by Defendant. Further, in advance of mediation, Plaintiff’s and Defendant’s
18 counsel had several discussions about the data provided, issues with Defendant’s timekeeping
19 system when the restaurant first opened, the impact of COVID-19 on Defendant’s business, the
20 job duties and shifts of Aggrieved Employees and the Parties’ respective positions on potential
21 legal issues in the case. Plaintiff relayed key information obtained in these conversations to
22 Plaintiff’s expert for verification, specifically with regard to Defendant’s contention that front of
23 the house employees rarely worked shifts in excess of four (4) hours and represent approximately
24 fifty percent (50%) of the Aggrieved Employees at issue.

25 9. Defendant contends it has been seriously impacted by the COVID-19 stay at home
26 orders and has been forced to significantly reduce its staff in order to survive. I personally
27 reviewed a pre-pandemic 2019 payroll summary showing the sixty-one (61) employees working
28 for Defendant compared to a November 2020 payroll summary that showed only twenty-eight

(28) employees. I also reviewed the Profit and Loss Statements for 2019 and 2020. In 2019 the restaurant was operating at a modest net profit. In 2020 the restaurant was operating at loss. I have personal experience in reviewing P&L statements with experts and have knowledge to look for personal expenses and excessive expenses. I did not observe any personal or excessive expenses in the P&L statements and in my opinion the impact appears to be a significant loss in revenue. Reviewing these financial documents gave me confidence that Defendant's assertions that it could not support a significant PAGA judgment and full assessment of PAGA penalties was credible.

10. At the conclusion of mediation, the Parties agreed to settlement the PAGA claims for fifty-five thousand dollars (\$55,000.00). The estimated Net Settlement Amount is six thousand, five hundred twenty-nine dollars and sixteen cents (\$6,529.16).

Kullar Analysis

11. Plaintiff's expert was able to extrapolate from the sample provided because it contained significant records from both groups of potentially aggrieved employees (front of the house, back of the house). Plaintiff estimated the potential civil penalties that could be assessed if Plaintiff was successful on all violations for all employees was one million fifty-one thousand and fifty dollars (\$1,051,050). This amount was calculated with the "initial violation" of one hundred dollars (\$100.00) being assessed for the first pay period in which the employee worked during the relevant time period and then two hundred (\$200.00) for each subsequent pay period. However, Defendant would argue that each employee is only entitled to an "initial violation" penalty of one hundred dollars (\$100.00) up until the time they had notice of this PAGA action. This was the assumption initially for all aggrieved employees.

12. Additionally, the records revealed a significant distinction whereby front of the house employees (baristas, cashiers) rarely worked shifts in excess of six (6) hours and typically worked shifts of four (4) hours. The records showed the back of the house employees (cooks, dish washers) worked longer shifts, typically six to eight (6-8) hours or longer. Plaintiff's expert also confirmed that only four percent (4%) or less of the shifts worked by front of the house employees were more than six (6) hours and rarely, if ever, worked overtime. What this evidence ultimately revealed is that forty to fifty percent (40-50%) of the potential aggrieved employees likely did not

1 experience any of the violations alleged by Plaintiff. Because the records showed this disparity,
2 Plaintiff had to reduce the amount of potential estimated penalties by forty-six percent (46%) or
3 approximately five hundred sixty-seven thousand, five hundred and sixty-seven dollars
4 (\$567,567.00).

5 13. In evaluating the reasonableness of this Settlement, Plaintiff and the Court cannot
6 ignore the impact COVID-19 state orders have had on small businesses and in particular,
7 restaurants. As set forth above, I reviewed financial records from Defendant that support this
8 assertion and a reduction in the workforce by over forty-five percent (45%). Plaintiff also
9 considered the increased cost of health and safety measures Defendant has been required to
10 implement to keep its doors open.

11 14. In the instant action, consideration of risk was especially significant in reaching a
12 settlement. Part of the evidence presented by Defendant in opposing Plaintiff's claims included
13 their written policies which it revised nine (9) months into the relevant period to be legally
14 compliant on their face and took additional steps to ensure meal periods were accurately recorded.
15 Compliant written policies are not necessarily determinative or persuasive, but this change in
16 policy makes it more difficult for Plaintiff to prove the allegations for a significant part of the
17 relevant period. Additionally, Defendant contends when it first opened the restaurant in January
18 2018 it experienced technical difficulties with its timekeeping system requiring managers to add
19 time to employee payroll. While Plaintiff continues to believe the time records show violations
20 on their face, if Defendant is able to convince the trier of fact that it did pay employees for all
21 time worked and provide meal periods, the value of this case is significantly diminished.

22 15. Given the circumstances set forth above, Plaintiff had to reassess the potential
23 penalties he would likely be awarded to an estimated seventy thousand, nine hundred forty-five
24 dollars and eighty-eight cents (\$70,945.88). As such, the resulting settlement represents
25 approximately seventy-seven percent (77%) of the total likely penalties to be awarded after trial.

26 16. The parties have selected Phoenix Class Action Administration ("Phoenix") to
27 facilitate the mailing of the notice and payments to PAGA Settlement Group Members. I
28 personally have worked with Phoenix in other class and PAGA settlements and have found them

competent, knowledgeable and reputable.

17. In assessing the allocation of the net settlement proceeds, Plaintiff had to recognize the disparity in the potential violations between the front of the house employees and the back of the house employees. Front of the house employees typically worked shifts of four (4) hours in length and therefore would not be entitled to a meal period. This also means they rarely, if ever, worked overtime. Contrary, back of the house employees (i.e., cooks, cleaners) routinely worked shifts in excess of six (6) hours and were the employees who sometimes worked overtime. Therefore, Plaintiff would be left with potential rest break claims, which would be difficult to prove given rest breaks are not required to be recorded on time records. For these reasons, Plaintiff concluded front of the house employees were likely to have experienced far fewer violations, if any at all. Therefore, Plaintiff estimated a fair allocation of the settlement proceeds would be a twenty-five dollars (\$25.00) flat payment which represents payment for approximately two (2) pay periods during their employment where a violation may have occurred.

18. Back of the house employees more likely experienced the alleged violations. Therefore, Plaintiff allocated the remaining net settlement to the back of the house employees based on a pro rata basis by the number of pay periods they worked for Defendant. This allocation is fair because the more time an employee worked in the back of the house, the more alleged violations they were subjected to.

Notice with PAGA Settlement Payment

19. Attached as Exhibit C is a true and correct copy of the proposed notice to send with the PAGA settlement payment to PAGA Group Settlement Members. The Notice explains to PAGA Group Settlement Members the claims at issue, what PAGA claims they are releasing and the allocation of the settlement proceeds. (Exhibit C). The Notice will be sent in English and Spanish.

Proposed Representative Service Award

20. Mr. Centeno has spent approximately thirty-five (35) hours assisting counsel, reviewing documents and attending mediation. He met with counsel several times prior to filing the action and before the individual claims were sent to arbitration. Mr. Centeno was invaluable

1 in supplying to counsel information about the employer and the policies and their impact on the
2 aggrieved employees. During mediation Mr. Centeno remained focused on reaching a PAGA
3 settlement not knowing whether he would secure an individual settlement. During mediation Mr.
4 Centeno asked counsel and the mediator pointed questions demonstrating his concern for the other
5 aggrieved employees. Mr. Centeno also remained willing to proceed with litigation of the PAGA
6 claims even if his individual claims were settled. In my experience, two thousand dollars
7 (\$2,000.00) is a modest award for the amount of work and effort put in by this plaintiff.

8 **Attorney's Fees and Costs Are Reasonable**

9 21. Plaintiff's counsel is experienced in PAGA litigation, specifically Mahoney Law
10 Group, APC currently prosecuting several PAGA only matters, and has significant knowledge of
11 the relevant operations of Defendant given the disclosures made by Defendant in the course of
12 the case.

13 22. To date, Plaintiff's counsel has incurred costs to date of approximately three
14 thousand five hundred fifty dollars (\$3,550.00). The Settlement Agreement provides for
15 Defendant to reimburse the cost of mediation which was two thousand, six hundred fifty dollars
16 (\$2,650.00.) The remaining costs consisted of court filing fees, service fees, expert fees,
17 CaseAnywhere costs, copy costs. Attached hereto as Exhibit D is a true and correct copy of the
18 costs incurred by Mahoney Law Group in this matter.

19 23. Plaintiff's counsel requests an award of attorney's fees equal to one third (1/3rd)
20 of the Maximum Settlement Amount, under the "percentage of benefit" theory. (See *Laffitte v.*
21 *Robert Half Intern. Inc.*, (2016) 1 Cal.5th 480, 503.)

22 24. Mahoney Law Group, APC has extensively litigated wage and hour class action
23 lawsuits in federal and state court. Mr. Mahoney and Katherine Odenbreit's rate of seven hundred
24 and fifty dollars (\$750.00) per hour has been approved in similar type lawsuits in state court.
25 Associate attorneys of Mahoney Law Group, APC with less than five (5) years of experience have
26 been approved in similar type lawsuits in state court at a rate of four hundred fifty dollars
27 (\$450.00). It is anticipated that an additional five to six (5-6) hours of work will be required to
28 finalize this matter including time spent attending the final approval hearing, following up with

1 the Settlement Administrator to facilitate the settlement payments and responding to class
2 member inquiries.

3 25. Mahoney Law Group, APC typically works on a contingency basis, only
4 recovering fees if successful in the action. This is the agreement Mahoney Law Group, APC has
5 with Plaintiff in this matter, providing for a contingency fee of 33.33%-40%. Plaintiff's Counsel
6 submits the itemized billing records for this case reflecting work performed on this matter by
7 attorneys and paralegals at Mahoney Law Group, APC a true and correct copy of which is attached
8 as Exhibit E.

9 26. Each attorney and paralegal at Mahoney Law Group, APC maintains
10 contemporaneous hours of time worked and does not engage in block billing. Counsel in this case
11 have spent over one-hundred fifty-four and 35 tenths (154.35) hours working on this matter for a
12 total of eighty-six thousand three hundred ninety-three dollars and twenty-five cents (\$86,393.25),
13 which does not include the anticipated five to six (5-6) more hours to attend the hearing and
14 subsequent work with the Administrator and/or PAGA Settlement Group Members. (Exhibit E.)

15 27. Our firm is only paid if we win and has advanced all costs. All of counsel's skill and
16 experience justify the billed rates. Mahoney Law Group, APC practices litigation with a focus of
17 representing employees in employment matters and has litigated PAGA cases frequently, including
18 through trial.

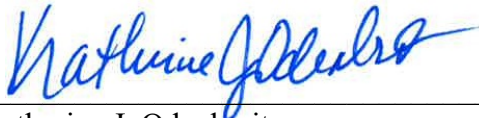
19 28. Also, California courts have regularly approved attorneys' fees equaling one-third
20 of the common fund or higher: *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008)
21 (numerous studies have shown that "fee awards in class actions average around one-third of the
22 recovery"); *Weber v. Einstein Noah Restaurant Group, Inc.*, No. 37-2008-00077680 (San Diego
23 Super. Ct.) (40% award); *Chalmers v. Elecs. Boutique*, No. BC306571 (L.A. Super. Ct.) (33%
24 award); *Boncore v. Four Points Hotel ITT Sheraton*, No. GIC807456 (San Diego Super. Ct.) (33%
25 award); *Vivens, et al. v. Wackenhut Corp.*, No. BC290071 (L.A. Super. Ct.) (31% award);
26 *Crandall v. U-Haul Intl., Inc.*, No. BC178775 (L.A. Super. Ct.) (40% award); *Albrecht v. Rite*
27 *Aid Corp.*, No. 729219 (San Diego Super. Ct.) (35% award); *Marroquin v. Bed Bath & Beyond*,
28 No. RG04145918 (Alameda Super. Ct.) (33% award); *In re Milk Antitrust Litig.*, No. BC070061

1 (L.A. Super. Ct.) (33% award).

2 29. Attached hereto as Exhibit F is a true and correct copy of confirmation of
3 submission of this Motion (including the Settlement Agreement) to the LWDA.

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

6 Dated this 23rd day of March, 2021 at Huntington Beach, California.

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9 Katherine J. Odenbreit
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PROOF OF SERVICE
Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802

On **March 23, 2021**, I served [X] true copies [] originals of the following document described as: **DECLARATION OF KATHERINE J. ODENBREIT IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT**. The document was served on the interested parties in this action, addressed as follows:

Lee A. Miller, Esq. Ilana Kaufman, Esq. Miller Law Partners 21600 Oxnard Street, Suite 380 Woodland Hills, CA 91367	Attorney for Defendant: REDHEAD KITCHEN dba PASTA SISTERS Telephone: 818-279-6600 Facsimile: 818-279-6601 Email: IKaufman@millerlawpartners.com lmiller@millerlawpartners.com
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☒ **By electronic service:** Based on a court order, I caused the document(s) to be sent to the persons at the electronic service addresses listed above by transmission through CASE ANYWHERE.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **March 23, 2021**, at Long Beach, California.



Gilbert Martinez

EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement is made by and between Plaintiff Gertrudes Centeno (“Plaintiff”), on behalf of himself and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Group Members, on the one hand, and Defendant REDHEAD KITCHEN dba PASTA SISTERS, on behalf of itself and all of its current and former owners, parents, subsidiaries, affiliates, members, representatives, agents, insurers, officers, directors, and employees (collectively referred herein as, “Defendant”), on the other (Plaintiff and Defendant are collectively referred herein as, the “Parties”, and individually as a “Party”), subject to the approval of the Court in accordance with California Labor Code section 2699(l)(2), upon and subject to the following terms and conditions.

I. DEFINITIONS

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

- A. “Action” means the civil action titled GERTRUDES CENTENO v. REDHEAD KITCHEN, LLC dba PASTA SISTERS, et al, *and DOES 1 through 50, inclusive* (the “Action”), filed by Plaintiff on October 19, 2018, and pending before the Superior Court for the State of California, County of Los Angeles, LASC Case No. 18STCV01494.
- B. “Agreement” or “Settlement Agreement” means this PAGA Settlement Agreement.
- C. “Complaint” means the Complaint filed by Plaintiff on October 19, 2018, in the Superior Court for the State of California, County of Los Angeles, in the Action, and all amendments thereto.
- D. “Court” means the Superior Court for the State of California, County of Los Angeles
- E. “Covered Period” means the period of time from October 19, 2017 through the execution of this Agreement.
- F. “Defendant” means the Defendant in this Action, REDHEAD KITCHEN, LLC dba PASTA SISTERS and all of its current and former owners, parents, subsidiaries, affiliates, members, representatives, agents, insurers, officers, directors, and employees.
- G. “Effective Date” means the date upon entry of an Order by the Court approving this Settlement Agreement.
- H. “Defendant’s Counsel” means Lee Miller, Esq. and Ilana Kaufman, Esq. of Miller Law Partners, PC.
- I. “Individual Settlement” means the settlement of Plaintiff Gertrudes Centeno’s personal and individual claims against Defendant which are not included in the

PAGA Released Claims (defined below) between the parties, and which were brought in the civil action titled *Gertrudes Centeno v. Redhead Kitchen, LLC dba Pasta Sisters* (the “Individual Action”), pending in arbitration before American Arbitration Association (“AAA”), Case No. 01-20-0000-2068, and the settlement agreement in connection thereto.

- J. “Judgment” means the Order Granting Approval of Settlement and Entering Final Judgment entered by the Court in substantially the same form evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.
- K. “LWDA” means the California Labor and Workforce Development Agency.
- L. “LWDA Payment” means the portion of the payment from the Total Settlement Amount (defined below) to be paid to the LWDA under the Settlement Agreement.
- M. “Net Settlement Amount” means the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to PAGA Settlement Group Members and as the LWDA Payment after deduction for: (i) the Representative Plaintiff’s Payment (if any), (ii) the Plaintiff’s Counsel Fees and Expenses Payment, and (iii) the Settlement Administrator’s fees and expenses. If any Settlement Share check is not timely cashed by a Settlement Group Member, that share will be sent to the California State Controllers’ Office Unclaimed Property Fund in the name of the Settlement Group Member.
- N. “PAGA” means the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*
- O. “PAGA Notice” means a notice of proposed settlement pursuant to PAGA, substantially in the form evidenced by Exhibit B to this Agreement.
- P. “PAGA Released Claims” means all claims under PAGA that are pled in Plaintiff’s Representative Action Complaint, or which could have been pled under the PAGA based on the factual allegations in Plaintiff’s Representative Action Complaint, that arose during the Covered Period.
- Q. “PAGA Settlement Group Members” means, based upon Defendants’ representation to Plaintiff, the approximately one hundred sixty-one (161) current and former aggrieved employees of Defendant in California during the Covered Period.
- R. “Plaintiff” means the plaintiff in the Action, Gertrudes Centeno.
- S. “Plaintiff’s Counsel” means Kevin Mahoney, Esq. and Katherine J. Odenbreit, Esq., of Mahoney Law Group, APC.
- T. “Released Parties” means Defendant and any present and former parents, subsidiaries, affiliates, owners, shareholders, members, and their respective officers, directors, employees, representatives, insurers, and agents, attorneys, and

any other successors, assigns and legal representatives and its related persons and entities.

- U. “Representative Plaintiff’s Payment” means the special payment made to Plaintiff to compensate him for initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event that he was unsuccessful in the prosecution of the Action.
- V. “Settlement” means the Parties’ agreement, as detailed herein, to dispose of the Action and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, administration costs, damages, civil penalties fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the Action.
- W. “Settlement Administrator” means Phoenix Class Action Administrators.
- X. “Settlement Share” means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as provided by this Agreement.
- Y. “Total Settlement Amount” means the total amount to be paid by Defendants as provided by this Agreement. The Total Settlement Amount is Fifty-Five Thousand Dollars and zero Cents (\$55,000.00). The Total Settlement Amount will cover (i) all Settlement Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Representative Plaintiff’s Payment, (iv) the Plaintiff’s Counsel Fees and Expenses Payment, and (v) the Settlement Administrator’s fees and expenses.

II. FACTUAL BACKGROUND

- A. On October 12, 2018, Plaintiff served a letter on the LWDA and Defendant in accordance with the requirements of Labor Code section 2699.3, to notify the LWDA of alleged violations by Defendant of California Labor Code sections 201, 202, 203, 204, 221-225.5, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 11972698, 2699.3, 2699.5 and IWC Wage Order 5-2001 Sections 3, 5 and 11. The LWDA declined to investigate the alleged violations, and Plaintiff initiated this Action.
- B. Plaintiff filed this Action on October 19, 2018 initially as a putative class action and filed an Amended Complaint on March 29, 2019 adding the PAGA cause of action. Plaintiff’s individual claims were ordered to arbitration on August 1, 2019 and proceeded in the Individual Action, and the PAGA claims were ordered stayed pending arbitration. The Court ordered that Plaintiff’s class claims would not proceed in light of the order granting Defendant’s motion to compel individual arbitration.
- C. In the Action, Plaintiff seeks penalties under PAGA on behalf of himself and the PAGA Settlement Group Members for the alleged violations of California’s Labor Code.

- D. Prior to mediation, Defendant supplied Plaintiff with a sample of 30 employee time and payroll data, handbooks and policies, which Plaintiff's Counsel's expert reviewed and analyzed.
- E. On January 25, 2021, the Parties participated in a mediation presided over by Jill Sperber Esq. During the mediation, each side, represented by its respective counsel, recognized the risk of an adverse result in the Action and agreed to settle this Action and the Individual Action, and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement and the settlement agreement related to the Individual Settlement. In addition, Defendant, through the mediator explained the severe economic hardship under which Defendant is operating, and which has been exacerbated by the COVID-19 crisis, which has largely eliminated all business and sources of revenue.
- F. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that they have any liability to Plaintiff or the PAGA Settlement Group on those claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Non-Admission.** Nothing in this Settlement nor the acts to be performed or judgments to be entered pursuant to the terms of the Settlement shall be construed to be an admission by Plaintiff that his claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees or any other person. Defendant specifically disclaims any such liability or wrongdoing. Defendant denies the allegations in the Action and specifically denies that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.
- B. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement and court approval, the Total Settlement Amount is Fifty-Five Thousand Dollars and zero Cents (\$55,000.00). The Total Settlement Amount will cover (i) all Settlement Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Representative Plaintiff's Payment, (iv) the Plaintiff's Counsel Fees and Expenses Payment, and (v) the Settlement Administrator's fees and expenses. The settlement is non-reversionary, such that the entire Gross Settlement Amount will be disbursed. Provided that the Court has granted approval, the settlement payment shall be due as follows:
 - 1. Defendant shall fund the Settlement in three (3) installments as follows:

- a. Defendant will deposit a first payment of \$18,333.33 with the Settlement Administrator within fourteen (14) days following the Order approving the Settlement:
 - b. Defendant will deposit a second payment of \$18,333.33 with the Settlement Administrator no later than sixty (60) days after the first payment is made; and
 - c. Defendant will deposit a third and final payment of \$18,333.34 with the Settlement Administrator no later than sixty (60) days following the second payment.
2. In addition, as further consideration for the releases herein, and also conditioned upon Court approval of this PAGA Settlement, Defendant also agrees to pay: (a) the sum of Two Thousand Six Hundred Fifty Dollars (\$2,650.00) directly to Judicate West, representing the balance of the mediator's fees prepaid by Plaintiff's counsel, and (b) the confidential Individual Settlement amount pursuant to the terms set forth in the settlement agreement related to the Individual Settlement.
- C. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Total Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees: (1) Payments to Settlement Administrator; (2) Payment to Plaintiff's Counsel for attorney fees and costs; and (3) Enhancement payment to Plaintiff.
- D. **Payments to Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Court, and not to exceed Five Thousand Dollars and no Cents (\$5,000.00).
- E. **Payments to LWDA.** The Settlement Administrator shall pay to the LWDA seventy-five percent (75%) of the Net Settlement Amount.
- F. **Payment to Plaintiff's Counsel.** Defendants will not oppose Plaintiff's Counsel's request for a Fees and Expenses Payment in the total, maximum amount of Eighteen Thousand Three Hundred and Thirty-Three Dollars and thirty-three Cents (\$18,333.33) for attorneys' fees (one-third (1/3) of the Total Settlement Amount). Defendant will not oppose Plaintiff's counsel's request for expenses up to Three Thousand Five Hundred Fifty Dollars (\$3,550.00) subject to actual proof submitted to the Court (which excludes Plaintiff's one-half share of the prepaid mediator's fees paid by Plaintiff's counsel and reimbursed by Judicate West outside the Settlement). The Settlement Administrator will issue to Plaintiff's Counsel a Form 1099 with respect to the awarded attorneys' fees and costs.
- G. **Payment to Plaintiff.** Plaintiff will seek a Representative Plaintiff's Payment in the amount of Two Thousand Dollars (\$2,000.00) in addition to his Settlement Share as an aggrieved party. This payment is made to Plaintiff to compensate him

for initiating and pursuing the Action, undertaking the risk of liability for attorneys' fees and expenses in the event that he was unsuccessful in the prosecution of the Action. The Settlement Administrator will issue to Plaintiff a Form 1099.

H. **Settlement Share to PAGA Settlement Group Members.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to the PAGA Settlement Group Members as follows:

1. Back of the House Employees: PAGA Settlement Group employees who worked for Defendant in the "back of the house" (i.e., Cooks, Dishwashers), as determined by Defendant's job titles, will receive a per pay period payment in proportion to the number of pay periods worked for Defendant during the Covered Period in comparison to the total number of pay periods worked by all PAGA Settlement Group Members. A Form 1099 will be issued to each Settlement Group Member for his/her Settlement Share because the Action sought civil penalties.
2. Front of the House Employees: Defendant's records show that "front of the house employees" (i.e., Cashiers, Baristas), as determined by Defendant's job titles, typically worked 4 hour shifts and rarely worked shifts of 6 hours or more. For this reason, the potential PAGA civil penalties attributed to violations against them would be significantly different than those for the back of the house employees. Therefore, Front of the House employees will be paid a flat sum of \$25.00 regardless of the time worked for Defendant.

I. **Appointment of Settlement Administrator.** The Parties will request the Court appoint Phoenix Class Action Administrators to act as the Settlement Administrator to resolve disputes in connection with the calculation of Settlement Shares in accordance with the Settlement; distribute Settlement Shares and other payments due under the Settlement; and otherwise administer the Settlement. The Settlement Administrator's duties will include preparing, printing, and mailing the Notice Packet and checks to the PAGA Settlement Group Members; conducting a National Change of Address search and using Accurant and other reasonable and cost-effective skip trace methods to locate any PAGA Settlement Group Member whose Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Notice Packet to the PAGA Settlement Group Member's new address; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a PAGA Settlement Group Member's Settlement Share, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Total Settlement Amount as noted in section III(D) herein.

J. Procedure for Approving Settlement.

1. Motion for an Order Approving the Settlement.

a. The Parties will cooperate in seeking approval of the Settlement from the Superior Court, including Plaintiff's filing a Motion for an Order Approving the Settlement Agreement (the "Motion").

b. Pursuant to PAGA, on the date the Parties file the Motion, Plaintiff will submit to the LWDA the PAGA Notice enclosing this Agreement. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA.

c. At the hearing on the Motion, the Parties will jointly appear, support the granting of the motion, and submit an order granting the motion to approve this Agreement.

d. Should the Court decline to approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, or declines to issue the Order in a form approved by the Parties (except for the amount of attorney's fees or costs requested), the Parties will meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. If no agreement can be reached, or Court approval cannot be obtained in spite of the Parties' reasonable efforts, or the Court's approval of this Settlement is reversed, modified, or declared or rendered void, then (i) the Settlement and the Individual Settlement will each be null and void and the Parties will have no further obligations thereunder, (ii) neither the Settlement, the Individual Settlement, nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to the Settlement and the Individual Settlement, shall stand in the same position, without prejudice, as if the Settlement and the Individual Settlement had not been entered into and the Settlement had not been filed with the Court. Invalidation of any material portion of the Settlement, shall invalidate the Settlement in its entirety, as well as the Individual Settlement in its entirety, unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. However, an award by the Court of lesser amounts than sought for the Representative Plaintiff's Payment and/or Counsel Fees and Expenses Payment or the Settlement Administrator's Fees will not be considered a material change to the Settlement.

2. **No Right to Opt Out or Object.** The Parties agree there is no statutory right for any PAGA Settlement Group Member to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Settlement Group Member to appeal the approval of the Settlement by the Court. The Parties further agree that an Aggrieved Employees' recovery under this Settlement does not act to preclude claims not encompassed within the release of claims in Section III.I.2. This Agreement shall not be subject to collateral attack by any PAGA Member. Such prohibited collateral attack shall include, but not be limited to, claims that the PAGA Member failed, for any reason, to timely receive his or her Individual Settlement Payment.

3. **Notice to PAGA Settlement Group Members.** After the Court enters its order granting the Joint Motion, every PAGA Settlement Group Member will be provided with the Notice and a check for their Settlement Share.

a. Defendant will deposit the Gross Settlement Amount in three (3) installments as set forth above in Paragraph III.B.1 ("Settlement Payment") with the Settlement Administrator via wire transfer. Within fourteen (14) days after Defendant is served with the signed Court Order approving the Settlement (either by the Clerk of the Court or via email by Plaintiff's counsel) Defendant will provide to the Settlement Administrator the names, job title, last known addresses and telephone numbers, Social Security numbers, and Covered Pay Periods of all PAGA Settlement Group Members. The Settlement Administrator shall keep this information confidential and not disclose it to Plaintiff's Counsel or any third parties. If any or all of the PAGA Settlement Group Members' data are unavailable to Defendant, Defendant will use best efforts to deduce or reconstruct their data prior to when it must be submitted to the Settlement Administrator.

b. Within five (5) calendar days after receiving the third and final Settlement Payment as set forth in Paragraph III.B.1.c. from Defendant, the Settlement Administrator will send a Notice and a check for their Settlement Share to each PAGA Settlement Group Member. The Settlement Administrator shall use reasonable steps to update PAGA Settlement Group Members' address, the reasonable steps shall include but are not limited to skip tracing and use of the NCOA database. The Settlement Administrator will mail this information to all identified PAGA Settlement Group Members, using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate PAGA Settlement Group Members and re-send the notices.

c. If a Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than ten (10) days from receipt of the returned packet, search for a more current address for

the PAGA Settlement Group Member using Accurant and other reasonable and cost-effective skip trace methods, and re-mail the Notice Packet to the PAGA Settlement Group Member. The Settlement Administrator will use the PAGA Settlement Group Members' data and otherwise work with Defendants to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Plaintiff's Counsel and according to the following deadlines, to trace the mailing address of any PAGA Settlement Group Member for whom a Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to PAGA Settlement Group Members for whom new addresses are found.

4. **Submission of Judgment.** Plaintiff shall submit a copy of the Judgment in this Action and a copy of any other order providing for or denying an award of civil penalties within ten (10) calendar days after entry of the Judgment and/or order, in compliance with Section 2699(1)(3) of the California Labor Code to the LWDA. The Judgment will be made available to the LWDA and Aggrieved Employees through the Settlement Administrator's website for a period of one (1) year following entry of judgment.
5. **Waiver of Right to Appeal.** Provided that the Order approving the Settlement and the Judgment thereon is consistent with the material terms of this Agreement, Plaintiff, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Order or Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiff or Plaintiff's Counsel from appealing from a refusal by the Court to award the Plaintiff's Counsel attorneys' fees and/or costs sought by them. If an appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.
6. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Defendants will have the right to void the Settlement, which the

Party must do by giving written notice to the other Parties, the reviewing court, and the Court not later than thirty (30) calendar days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Representative Plaintiff's Payment (if any) and/or Plaintiff's attorneys' fees and/or costs will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph, although Plaintiff or Plaintiff's Counsel have the right to appeal from any refusal by the Court to award the Plaintiff's Counsel attorneys' fees and/or costs sought by them.

7. **Timing of Settlement Payments.** Within ten (10) calendar days after the Court Order is signed approving the Settlement, the Settlement Administrator will provide Defendant with wire transfer information. Defendants will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer in three (3) installments as set forth above in Paragraph III.B.1.

- a. Within five (5) calendar days after receiving the third and final installment payment of settlement funds from Defendant, pursuant to Paragraph III.B.1.c, the Settlement Administrator will make the following payments: Payment to the PAGA Settlement Group Members, Plaintiff's enhancement payment, Plaintiff's counsel's costs and fees awarded and payment to the LWDA.

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

K. Release and Waiver of Claims.

1. **PAGA Settlement Group Members.** As of the date the Settlement becomes Final, Plaintiff, acting on behalf of the State of California, and all

PAGA Settlement Group Members, releases Defendants and the Released Parties from any and all claims based on the Private Attorneys General Act (2004), as pleaded in Plaintiff's Complaint or that could have been pleaded on the facts as alleged in the Complaint and Plaintiff's notice letter to LWDA, arising during the Covered Period, including but not limited to claims under Labor Code sections 201, 202, 203, 204, 221-221.5, 226, 226.7, 510, 512, 558, 1174, 1194, 197, 1197.1, 2698, 2699.3, and 2699.5, the Industrial Welfare Commission Wage Order 5, and any resulting claim for attorneys' fees and costs (the "Released Claims").

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

Confidentiality Preceding Approval. Prior to filing of the Motion for Settlement Approval, Plaintiff will not issue any press or other media releases or have any communication with the press or media or anyone other than his immediate family, attorneys, financial advisors, banking or institutions, retained experts, the LWDA and vendors related to settlement administration, regarding the Settlement. Plaintiff further agrees that he will instruct his attorneys not to disclose the terms of this Agreement other than as necessary in connection with the motion to approve the settlement. This section does not bar Plaintiff's counsel from carrying out their duties as counsel to Representative Plaintiff for the LWDA. Further Defendant acknowledges Plaintiff may be required to disclose his individual settlement terms, if any, to the Court. Defendant agrees no violation of this provision will occur if Plaintiff is required and does so disclose terms of this Settlement and the individual settlement, if any, to the Court which may require the amount of the settlement(s).

M. **Miscellaneous Terms.**

1. The Parties recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties have considered the risk and uncertainty of the outcome inherent in any litigation.
2. Plaintiff and Plaintiff's Counsel contend that they have diligently pursued an investigation of the PAGA Members' claims against Defendants.
3. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate and is in the best interests of the Plaintiff, the PAGA Members, and Defendant in light of all known facts and circumstances and

the risks inherent in litigation, including the potential appellate issues. Further, Plaintiff's Counsel believes that the settlement amount entered into is in the best interests of the PAGA Members and that the settlement for each PAGA Member is fair, reasonable, and adequate, given the inherent risk of litigation.

4. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiff that any of his claims was non-meritorious or any defense asserted by Defendant were meritorious. This Settlement and the fact that Plaintiff and Defendant was willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
5. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
6. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.
7. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. This Agreement, together with the Individual Settlement, constitutes the entire agreement of the parties, and both this Agreement and the Individual Settlement are contingent on the Court's approval of and Order entering this Agreement.

8. **Attorney Authorization.** Plaintiff's Counsel and Defendants' Counsel each warrant and represent that they are authorized by their respective clients to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement, but that the Attorneys are not parties to the Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court or mediator, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Agreement. No attorney for any Party is a Party to this agreement and will not be liable for any party's breach of any of the terms of this agreement.
9. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
10. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
11. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
12. The Los Angeles County Superior Court shall retain jurisdiction to enforce this Agreement pursuant to California Code of Civil Procedure section 664.6, and the Parties agree to request that the Court retain such jurisdiction over all Parties and PAGA Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement, including after entry of Judgment, as a part of the Court's Order Approving PAGA Settlement.
13. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
14. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they

deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters that would alter or change the terms of this Agreement. No representations, warranties, or inducements have been made to any party concerning this Agreement other than those expressly set forth or referred to herein.

15. **Attorney's Fees and Costs.** Except as specifically set forth herein, each party shall bear its/his own attorneys' fees, costs, and expenses including expert expenses, taxable or otherwise, incurred by him/her/it arising out of the Action, and shall not seek reimbursement thereof from any other party to this Agreement.
16. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
17. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third calendar day after mailing by United States mail, addressed as follows:

To Plaintiff and the Settlement Group:

Kevin Mahoney
Katherine Odenbreit
Mahoney Law Group, APC
249 East Ocean Boulevard, Suite 814
Telephone: (562) 590-5550
Facsimile: (562) 590-8400
kmahoney@mahoney-law.net
kodenbreit@mahoney-law.net

To Defendants:

Lee Miller
Ilana Kaufman
Miller Law Partners, PC
21600 Oxnard Street, Suite 380
Woodland Hills, California 91367
Telephone: (818) 279-6600
Facsimile: (818) 279-6601
lmiller@millerlawpartners.com
ikaufman@millerlawpartners.com

18. **Execution in Counterpart.** This Agreement may be executed in one or

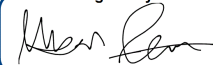
more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or electronic signatures will be accepted as original. An original signature shall be provided within seven days, upon written request. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: 2/8/2021

GERTRUDES CENTENO

DocuSigned by:

T9EC7D565D5E40F...

On behalf of DEFENDANT:

Dated: February 8th, 2021

By: 

Francesco Sinatra, its CEO

EXHIBIT B



Edward Kim, Esq.
562.590.5550 phone
562.590.8400 facsimile
ekim@mahoney-law.net

October 12, 2018

VIA ELECTRONIC FILING

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/128>

VIA U.S. CERTIFIED MAIL #7016 1370 0000 2461 9793

Return Receipt Requested

Redhead Kitchen LLC dba Pasta Sisters.

Attn: *Francesco Sinatra, CEO*

3280 Helms Avenue

Los Angeles, CA 90034

VIA U.S. CERTIFIED MAIL #7016 1370 0000 2461 9809

Return Receipt Requested

Nadia Irvin

On behalf of Redhead Kitchen LLC

16530 Ventura Blvd, #611

Encino Ca 91436

Re: Gertrudes Centeno v. Redhead Kitchen LLC dba Pasta Sisters

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 et seq.**

To: California Labor and Workforce Development Agency, Redhead Kitchen LLC dba Pasta Sisters.

From: Gertrudes Centeno on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Gertrudes Centeno (hereinafter "Plaintiff" or "Mr. Centeno"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA") on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Redhead Kitchen LLC dba Pasta Sisters. (hereinafter referred to as “Defendant”) owns and operates Italian restaurants which also offer catering services and sale of pre-packaged foods. Mr. Centeno alleges Defendant violated various sections of the Labor Code, including §§ 201, 202, 203, 204, 221-225.5, 226, 226.7, 510, 512, 558, 1174, 1194, and 1197, and Wage Order no. 5, subdivisions 3, 5, 11 and 12, by failing to provide Mr. Centeno and all other aggrieved employees all wages for all hours worked including, but not limited to, overtime wages, regular hours, and meal/rest period premium pay.

Defendant failed to pay Mr. Centeno and other aggrieved employees for all hours worked at the legally mandated wage rates for all hours worked. Specifically, Defendant failed to pay Mr. Centeno and his co-workers the legally mandated overtime rate for all work performed during their shifts in violation of California law. Mr. Centeno and similarly aggrieved employees (1) performed work off-the-clock, during overtime periods and during meal and rest periods when Mr. Centeno and other employees were ostensibly off-duty; (2) regularly and frequently worked beyond the eighth hour of the shift, but Defendant only compensated Mr. Centeno and aggrieved employees for eight hours at the regular pay rate and did not compensate Mr. Centeno and similarly aggrieved employees for time worked beyond the eight hour his scheduled shift and/or forty hours per week. Moreover, when Mr. Centeno and other aggrieved employees worked substantial off-the-clock hours, their regular hourly rate of pay was sufficiently low for the additional hours to drive down the average hourly rate for such days to below the lawful minimum wage.

Based on currently available information and records, Defendants did not keep accurate time records in violation of the Labor Code, the applicable wage order, and actionable under PAGA. Defendant failed to keep accurate time records reflecting the time Mr. Centeno and similarly aggrieved employees started their shift, the time they began and ended their meal periods, and the time they ended their shifts. Defendant required Mr. Centeno and other aggrieved employees to clock in and out using a wireless tablet but insofar as Defendant required the employees to work before and/or after clocking in/out, and deducted meal period times even when no meal period was actually taken, the timekeeping by Defendant was non-compliant under Labor Code §1174 and California Code of Regulations, Title 8, §11050, subdivision 7.

Further, Defendant also failed to provide Mr. Centeno and other aggrieved employees with timely meal and rest periods. In order to curtail labor costs, Defendant understaffed work shifts in relation to reasonably foreseeable customer volume. Due to Defendant’s policy and practices which prioritized work tasks over rest and meal period compliance, Mr. Centeno and similarly aggrieved employees missed meal and rest periods, received them untimely or had their meal and rest periods interrupted, due the lack of adequate relief coverage. Even though Mr. Centeno and his co-workers were prevented from taking lawful timely uninterrupted meal and rest periods, Defendant failed to provide them with premium pay for every untimely or uninterrupted meal period and rest periods. Defendant’s conduct, which is in violation of Labor Code sections 226.7, 512, as well as 8 CCR §11050, subdivisions 11 and 12, is also actionable under PAGA.

As a result of Defendant's failure to pay all wages owed as described herein, Defendant further failed to keep accurate payroll records and failed to provide Mr. Centeno and other aggrieved employees with complete and accurate wage statements showing the true number of hours worked and accurate overtime/premium wages earned per pay period. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

As a further result of Defendant's failure to pay all wages owed as described herein, Defendant also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice and procedure of failing to pay all wages earned to former employees.

Mr. Centeno will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Defendant. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Kim", with a stylized flourish at the end.

Edward Kim, Esq.

MAHONEY LAW GROUP, APC

EXHIBIT C

NOTICE OF SETTLEMENT

To: *All current and former non-exempt employees of Redhead Kitchen, LLC dba Pasta Sisters at any time during the period from October 19, 2017 to the date that the Court approves this Settlement.*

PLEASE READ THIS NOTICE CAREFULLY

ACCORDING TO REDHEAD KITCHEN, LLC dba PASTA SISTERS (“DEFENDANT” or “PASTA SISTERS”), YOU QUALIFY TO RECEIVE MONEY IN CONNECTION WITH A LEGAL SETTLEMENT. ENCLOSED IS YOUR PAYMENT OF A PORTION OF THE CIVIL PENALTIES RECOVERED ON BEHALF OF THE STATE FROM THIS SETTLEMENT.

WHAT IS THIS NOTICE ABOUT?

A settlement (the “Settlement”) has been reached between Plaintiff Gertrudes Centeno (“Plaintiff”) and Defendant in the lawsuit pending before the Superior Court of the State of California, for the County of Los Angeles (the “Court”), designated as Case No. 18STCV01494 (the “Action”). The Action was brought under the California Private Attorneys’ General Act (“PAGA”) for recovery of civil penalties on behalf of the following individuals (the “Settlement Group”):

The one hundred sixty-one (161) current and former non-exempt employees of Defendants in California at any time during the period from October 19, 2017 to February 8, 2021 (the “Covered Period”)

The Court has approved the Settlement. You have received this notice because Defendant’s records indicate that you are a member of the Settlement Group. This notice is designed to inform you of your Settlement Share and what it represents.

WHAT IS THIS LAWSUIT ABOUT?

On October 19, 2018, Plaintiff filed the Action. Plaintiff sued for civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code § 2698 *et seq.* Under PAGA, any recovery of civil penalties is shared between the LWDA, which gets 75% of the penalties recovered, and the allegedly aggrieved employees, who get 25% of the penalties recovered.

In the Action, Plaintiff alleged that Defendant failed to properly pay all wages due to its employees in California during the period of October 19, 2017 through February 8, 2020 in violation of Labor Code section 2699, *et seq.* claiming violations of specific sections of the Labor Code including 201, 202, 203, 204, 221-221.5, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, and 1197 of the California Labor Code and Industrial Welfare Commission Wage Order No. 5, Sections 3, 5, and 11. This is not an action to recover unpaid wages or legal damages. Those claims, to the extent they exist, are not waived by this Settlement.

Defendant denied and continues to deny all of Plaintiff’s material allegations. Specifically, Defendant contends that it complied with the requirements of the Labor Code and that civil penalties are not recoverable.

After good-faith negotiations in which both sides recognized the substantial risk of an uncertain outcome, Plaintiff and Defendant agreed to settle the Action pursuant to the terms and conditions of the Settlement.

WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. **Settlement:** The total settlement amount is \$55,000.00. From that amount, Plaintiff has requested \$18,333.33 for attorney fees, \$3,550.00 for litigation costs, \$5,000 for the cost of a third-party settlement administrator and \$2,000 for Plaintiff for his willingness to act as the Representative of the State in this action. Seventy-five percent (75%) of the net settlement amount after the above deductions are made goes to the State of California’s Labor and Workforce Development Agency (“LWDA”).

2. The remaining twenty-five percent (25%) of the net settlement amount goes to the current and former employees who were allegedly affected by Defendants' wage-hour practices at issue in the case ("Settlement Shares") as follows:

- a. **Front of the House Employees (Baristas/Cashiers):** Because Baristas and Cashiers were typically scheduled to work 4-6 hour shifts, they will receive a flat payment of \$25.00. California law does not require an employer to provide a meal period for employees who work shifts up to 5 hours. If an employee works shifts between 5-6 hours, they are entitled to an uninterrupted 30-minute meal period which can be waived by an agreement between the employee and the employer. An assessment of the records in this case by Plaintiff's counsel led to the conclusion the front of the house employees experienced significantly less potential violations than the back of the house employees.
- b. **Back of the House Employees (Cooks/Dishwashers):** Settlement Group Members who worked for Defendant during the timeframe indicated above will receive a payment based on the total number of pay periods they worked for Defendant. This will be calculated by taking the total pay periods for all Back of the House Employees and dividing by the amount remaining after the deduction of court awarded attorney fees, costs, settlement administration costs, Representative Plaintiff payment, payment of 75% of the Net Settlement Amount to the California Labor and Workforce Development Agency and payment to Front of the House Employees.

The total number of pay periods for which you are receiving payment is:

Pursuant to the Settlement, enclosed is a check for your share of a portion of the civil penalties. You will receive from the Settlement Administrator an IRS Form 1099A for your portion of the civil penalties.

3. **Payment of Settlement Shares.** The Settlement Shares and other amounts awarded by the Court are being paid with this Notice. Checks for Settlement Shares must be cashed within 180 days after they are issued, or else the funds they represent will go to the State of California Unclaimed Property Fund in your name and held for your benefit.
4. **Dispute of Settlement Group Member Information.** If you dispute the validity of any of the information related to your settlement payment, including the number of pay periods used to calculate your Settlement Share, you must report your dispute to the Settlement Administrator to resolve the matter. In order to do so, you must contact the Settlement Administrator no later than 30 days after the date of this notice informing the Settlement Administrator of the fact of the dispute and the basis for your contention that a different information provided (including any documentary evidence that you have to support your contention). The Settlement Administrator's contact information is: Phoenix Class Action Administration Solutions, Centeno v Redhead Kitchen, LLC PAGA Settlement, P.O. Box 7208, Orange, CA, 92863. In the event of such a dispute, Defendant will review payroll and personnel records to verify the correct information. Defendant's records will have a rebuttable presumption of correctness. After consultation with you, Defendant's, and Plaintiff's Counsel, the Settlement Administrator will make a final determination.
5. **PAGA Settlement Group Member Release.** The Settlement approved by the Court includes a release by Settlement Group of any and all representative claims under PAGA of whatever kind or nature, whether known or unknown, arising during the Covered Period based on the facts alleged by Plaintiff in the Action and Plaintiff's notice letter to LWDA, including but not limited to PAGA claims for alleged violations of Labor Code sections 201, 202, 203, 204, 221-225.5, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, the Industrial Welfare Commission Wage Order 5 Sections 3, 5, 11, and any resulting claim for attorneys' fees and costs (the "Released Claims").

WHAT ARE MY RIGHTS AS A SETTLEMENT GROUP MEMBER?

1. **Participating in Settlement.** You are a part of the Settlement Group, and therefore, you and the State of California will be bound by the terms of the Settlement and any final judgment that may be entered by the Court and you will be deemed to have released the PAGA claims against Defendant and the other released parties described above. As a member of the Settlement Group, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

2. **The Settlement Administrator's Address.** If applicable, send your corrected Settlement Information Sheet to the Settlement Administrator at the following address.

Gertrudes Centeno v. Redhead Kitchen, LLC dba Pasta Sisters
c/o Phoenix Class Action Administration

P.O. Box 7208
Orange, CA 92863
(888) 517-4291

GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation including the Settlement Agreement, may be examined at the Office of the Clerk of the Court, Superior Court of California for Los Angeles County, 111 N. Hill Street, Los Angeles, CA 90012, during the Clerk's normal business hours; or you may contact Plaintiff's Counsel as follows: Katherine Odenbreit, Mahoney Law Group, APC, 249 East Ocean Boulevard, Suite 814, Long Beach, CA 90802, (562) 590-5550.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT. YOU MAY, HOWEVER, CALL PLAINTIFF'S COUNSEL LISTED ABOVE.

EXHIBIT D

EXPENSE	STATUS	DATE ↓	PRICE	TOTAL	QTY	BILLED BY
Court Processing Service Skyline Legal Services Ref# 78360 INV. #1083535-001: Centeno v. Redhead Kitchen LLC.	BILLABLE	2/25/2021	\$36.00	\$36.00	1	JM
Court Processing Service Skyline Legal Services Ref# 78358 INV. #1080615-001: Centeno v. Redhead Kitchen, LLC.	BILLABLE	2/25/2021	\$36.00	\$36.00	1	JM
Other DOCUSIGN - W-9. PAID CC.	BILLABLE	2/4/2021	\$4.80	\$4.80	1	GG
Other DOCUSIGN - W-4 AND 1099 TAX FORMS. PAID CC.	BILLABLE	2/3/2021	\$4.80	\$4.80	1	GG
Other DOCUSIGN - PAGA SETTLEMENT AGREEMENT AND INDIVIDUAL SETTLEMENT AGREEMENT. PAID CC.	BILLABLE	2/1/2021	\$4.80	\$4.80	1	GG
Litigation Support JT CALCS Ref# 78262	BILLABLE	1/28/2021	\$650.00	\$650.00	1	JM
Electronic Service Provider Case anywhere - System Access and Document Service Fee. INV. #207616 Paid via CC	BILLABLE	1/6/2021	\$150.00	\$150.00	1	JM

EXPENSE	STATUS	DATE ↓	PRICE	TOTAL	QTY	BILLED BY
Arbitrators/mediators JUDICATE WEST MEDIATION FEES INV# 520195 CK# PAID CC	BILLABLE	12/22/2020	\$2,650.00	\$2,650.00	1	MF
Copying (FRONT) COLOR PRINT = 1 BLACK & WHITE PRINT = 4 (MIDDLE) = 0 (BACK) = 0	BILLABLE	9/28/2020	\$0.55	\$2.75	5	AC
Postage USPS-POSTAGE-CONTACT LETTER	BILLABLE	7/30/2020	\$6.90	\$6.90	1	MF
Postage USPS-POSTAGE-CONTACT LETTER	BILLABLE	7/10/2020	\$6.90	\$6.90	1	MF
Postage USPS-POSTAGE	BILLABLE	5/27/2020	\$2.20	\$2.20	1	MF
Postage USPS-POSTAGE-STATUS LETTER	BILLABLE	2/7/2020	\$0.50	\$0.50	1	MF
Postage USPS-POSTAGE-DEMAND FOR ARBITRATION DEFENSE	BILLABLE	1/21/2020	\$0.80	\$0.80	1	MF
Postage USPS-POSTAGE-DEMAND FOR ARBITRATION	BILLABLE	1/17/2020	\$1.60	\$1.60	1	MF

EXPENSE	STATUS	DATE ↓	PRICE	TOTAL	QTY	BILLED BY
Electronic Service Provider CASE ANYWHERE INV# 170238 CK# PAID CC	BILLABLE	10/2/2019	\$46.00	\$46.00	1	MF
Copying	NOT BILLABLE	9/1/2019	\$0.55	\$0.00	0	JN
Delivery services/messengers SKYLINE LEGAL SERVICES - LOS ANGELES COURTS, PHYSICAL FILING NOTICE OF ORDERS AFTER HEARING INV# 1033285- 001 CK# 16895	BILLABLE	8/9/2019	\$36.00	\$36.00	1	MF
Copying P. 25	BILLABLE	8/1/2019	\$0.55	\$13.75	25	JN
Electronic Service Provider CASE ANYWHERE INV# 163182 CK# PAID CC	BILLABLE	7/10/2019	\$92.40	\$92.40	1	MF
Copying	NOT BILLABLE	7/1/2019	\$0.55	\$0.00	0	JN
Copying	NOT BILLABLE	6/1/2019	\$0.55	\$0.00	0	JN
Copying	NOT BILLABLE	5/1/2019	\$0.55	\$0.00	0	JN

EXPENSE	STATUS	DATE ↓	PRICE	TOTAL	QTY	BILLED BY
Delivery services/messengers SKYLINE LEGAL SERVICES - LOS ANGELES COURTS- PHYSICAL FILING STIPULATION AND ORDER, AMENDED COMPLAINT, NOTICE OF ORDERS AFTER HEARING INV# 1029375-001 CK# 16506	BILLABLE	4/5/2019	\$36.00	\$36.00	1	MF
Copying	NOT BILLABLE	4/1/2019	\$0.55	\$0.00	0	JN
Delivery services/messengers SKYLINE LEGAL SERVICES - LOS ANGELES COURT - PHYSICAL FILING NOTICE OF INITIAL STATUS CONFERENCE STATEMENT INV# 1029105-001 CK# 16434	BILLABLE	3/29/2019	\$36.00	\$36.00	1	MF
Courtfees LOS ANGELES SUPERIOR COURT - REQUEST NOTICE OF CONTINUANCE FEES INV# ST-2019-0233566.1 CK# 16421	BILLABLE	3/29/2019	\$20.00	\$20.00	1	MF
Local travel EXPENSE REPORT ATTORNEY-E. KIM FURTHER STATUS CONFERENCE REIMBURSEMENT FOR: MILEAGE CK# PAID DATE ENTERED 4/10/2019 JM	BILLABLE	3/28/2019	\$28.88	\$28.88	1	MF
Local travel EXPENSE REPORT ATTORNEY-E. KIM FURTHER STATUS CONFERENCE REIMBURSEMENT FOR: PARKING CK# PAID DATE ENTERED 4/10/2019 JM	BILLABLE	3/28/2019	\$13.75	\$13.75	1	MF

EXPENSE	STATUS	DATE ↓	PRICE	TOTAL	QTY	BILLED BY
Postage USPS-POSTAGE-JOINT INITIAL STATUS CONFERENCE	BILLABLE	3/22/2019	\$0.50	\$0.50	1	MF
Postage USPS-POSTAGE-NOTICE OF HEARING	BILLABLE	3/19/2019	\$0.50	\$0.50	1	MF
Local travel EXPENSE REPORT ATTORNEY - E. KIM - INITIAL STATUS CONFERENCE REIMBURSEMENT FOR: MILEAGE CK# PAID DATE ENTERED 3/10/2019 JM	BILLABLE	3/7/2019	\$28.88	\$28.88	1	MF
Local travel EXPENSE REPORT ATTORNEY - E. KIM - INITIAL STATUS CONFERENCE REIMBURSEMENT FOR: PARKING CK# PAID DATE ENTERED 3/10/2019 JM	BILLABLE	3/7/2019	\$13.75	\$13.75	1	MF
Postage POSTAGE-USPS-AMENDED COMPLAINT	BILLABLE	3/6/2019	\$1.60	\$1.60	1	MF
Courtfees LOS ANGELES SUPERIOR COURT - PLAINTIFF'S INITIAL STATUS CONFERENCE FILING FEE INV# ST-2019-0227591.1 CK# PAID CC	BILLABLE	3/1/2019	\$7.50	\$7.50	1	MF
Copying COPIES: 108 X .55 = 59.40 PRINTS: 39 X .55= 21.45 SCANS: 8 X .55= 4.40	BILLABLE	3/1/2019	\$85.25	\$85.25	1	JN

EXPENSE	STATUS	DATE ↓	PRICE	TOTAL	QTY	BILLED BY
Postage POSTAGE-USPS-PLAINTIFF'S INITIAL STATUS CONFERENCE	BILLABLE	2/28/2019	\$0.50	\$0.50	1	MF
Copying Total Copies: 36 x .55= 19.80 Total Prints: 75 x .55 = 41.25 Total Scans: 42 x .55 = 23.10	BILLABLE	2/1/2019	\$84.15	\$84.15	1	JN
Copying TOTAL COPIES/PRINTS X3 2 X .55= 1.10	BILLABLE	1/31/2019	\$1.10	\$1.10	1	JN
Delivery services/messengers SKYLINE STANDARD- SERVICE OF SUMMONS & COMPLAINT LOCATION: REDHEAD KITCHEN, LLC,. DBA PASTA SISTERS INV#1024800-001 CK#16029	BILLABLE	11/16/2018	\$65.00	\$65.00	1	JM
Courtfees LASC- FILING NOTICE OF DEPOSIT OF JURY FEES INV#ST-2018-0179088.1 CK# PAID CC	BILLABLE	11/6/2018	\$156.00	\$156.00	1	MG
Postage POSTAGE-USPS-STATUS LETTER TO CLIENT	BILLABLE	11/1/2018	\$2.05	\$2.05	1	MF
Delivery services/messengers SKYLINE LOS ANGELES COURTS- PHYSICAL FILING SUMMONS AND COMPLAINT INV#1024440-001 CK#15935	BILLABLE	10/26/2018	\$36.00	\$36.00	1	MG

EXPENSE	STATUS	DATE ↓	PRICE	TOTAL	QTY	BILLED BY
Courtfees LASC- FILING COMPLAINT FILING FEE INV#ST-20118-0164562.1 CK#15876	BILLABLE	10/19/2018	\$14.50	\$14.50	1	MG
Courtfees LASC-FILING JURY FEES INV#ST-2018-0164570.1 CK#15874	BILLABLE	10/19/2018	\$150.00	\$150.00	1	MG
Courtfees LOS ANGELES SUPERIOR COURT - COMPLAINT FILING FEES RECEIPT: ST-2018-0164562.1 CK#15876	BILLABLE	10/19/2018	\$1,435.00	\$1,435.00	1	MF
Courtfees LWDA PAGA LETTER CK#15848	BILLABLE	10/16/2018	\$75.00	\$75.00	1	MG
Postage POSTAGE-USPS-PERSONNEL FILE REQUEST	BILLABLE	9/19/2018	\$6.75	\$6.75	1	MF
Postage POSTAGE-USPS-PERSONNEL FILE REQUEST	BILLABLE	9/19/2018	\$6.75	\$6.75	1	MF
Other CASE INIATION- HARD FILES	BILLABLE	9/17/2018	\$47.00	\$47.00	1	MF
				\$6,098.61 USD		

EXHIBIT E

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Communicate (with client) CALL CLIENT REGARDING [REDACTED]	BILLABLE	3/16/2021	0.1	\$550.00	\$55.00	KNB
Communicate (with client) FOLLOW UP CALL WITH CLIENT REGARDING	BILLABLE	3/16/2021	0.1	\$550.00	\$55.00	KNB
Settlement DRAFT MOTION FOR APPROVAL OF SETTLEMENT	BILLABLE	3/16/2021	1.7	\$750.00	\$1,275.00	KJO
Settlement REVIEW DECLARATION FROM CLIENT IN SUPPORT OF APPROVAL OF THE SETTLEMENT	BILLABLE	3/16/2021	0.4	\$750.00	\$300.00	KJO
Settlement DRAFT DECLARATION IN SUPPORT OF APPROVAL OF PAGA SETTLEMENT	BILLABLE	3/16/2021	2.1	\$750.00	\$1,575.00	KJO
Settlement DRAFT PROPOSED ORDER AND JUDGMENT	BILLABLE	3/16/2021	0.6	\$750.00	\$450.00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Settlement DRAFT EMAIL TO KATE BLANCO REGARDING APPROVAL MOTION	Billable	3/15/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement TELEPHONE CALL WITH KATE BLANCO REGARDING SETTLEMENT APPROVAL	Billable	3/15/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement CALL WITH KODENBRETT RE: ASSIGNMENT TO DRAFT PLAINTFFS DECLARATION IN SUPPORT OF MOTION FOR FINAL APPROVAL	Billable	3/15/2021	0.1	\$550.00	\$55.00	KNB
▶ Settlement DRAFT PLAINTFFS DECLARATION IN SUPPORT OF MOTION FOR FINAL APPROVAL OF SETTLEMENT AND SEND TO KODENBRETT FOR REVIEW	Billable	3/15/2021	1	\$550.00	\$550.00	KNB
▶ Settlement REVIEW/REVISE CLERKS DECLARATION REGARDING SETTLEMENT	Billable	3/15/2021	0.5	\$750.00	\$375.00	KJO
▶ Settlement TELEPHONE MEETING WITH CLERK TO GO OVER DECLARATION IN SUPPORT OF FINAL APPROVAL	Billable	3/15/2021	0.5	\$550.00	\$275.00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Settlement MAKE ADDITIONAL REVIEWS TO CLIENT'S DECLARATION IN SUPPORT OF FINAL APPROVAL, AND SEND TO KODENBRETT FOR FINAL REVIEW	BILLABLE	3/15/2021	0.3	\$550.00	\$165.00	KNB
▶ Communicate (with client) DRAFT EMAIL TO CLIENT WITH DECLARATION	BILLABLE	3/15/2021	0.2	\$750.00	\$150.00	KJO
▶ Analysis/Strategy CASE REVIEW WITH KATHERINE ODENBRETT	BILLABLE	3/8/2021	0.1	\$550.00	\$55.00	KNB
▶ Settlement DRAFT DECLARATION IN SUPPORT OF PAGA APPROVAL MOTION.	BILLABLE	3/1/2021	1.3	\$750.00	\$975.00	KJO
▶ Settlement REVIEW/RESPOND TO EMAIL FROM ARBITRATOR'S CASE MANAGER REGARDING STATUS CONFERENCE	BILLABLE	2/23/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement CALENDAR DEADLINES RE MOTION FOR PAGA APPROVAL	BILLABLE	2/18/2021	0.2	\$185.00	\$37.00	GDM

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Settlement REV EW NOT CE OF RUL NG AT STATUS CONFERENCE	B LLABLE	2/18/2021	0 3	\$750 00	\$225 00	
▶ Settlement REV EW/RESPOND TO EMA L FROM DAN EL MART NEZ REGARD NG NOT CE OF RUL NG	B LLABLE	2/18/2021	0 2	\$750 00	\$150 00	
▶ Settlement EMA L EXCHANGE W TH LANA KAUFMAN REGARD NG CONFERENCE CALL	B LLABLE	2/17/2021	0 2	\$750 00	\$150 00	
▶ Court Mandated Conferences STATUS CONFERENCE W TH JUDGE MAREN NELSON	B LLABLE	2/17/2021	0 3	\$750 00	\$225 00	
▶ Settlement CONFERENCE W TH LANA KAUFMAN REGARD NG SETTLEMENT	B LLABLE	2/17/2021	0 3	\$750 00	\$225 00	
▶ Settlement DRAFT EMA L TO DAN EL MART NEZ REGARD NG HEAR NG DATE AND NOT CE	B LLABLE	2/17/2021	0 1	\$750 00	\$75 00	

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Settlement DRAFT EMAIL TO ARB TRAT ON CASE MANAGER REGARDING SETTLEMENT	BILLABLE	2/17/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement DRAFT MOTION FOR APPROVAL OF PAGA SETTLEMENT	BILLABLE	2/17/2021	1	\$750.00	\$750.00	KJO
▶ Settlement REVIEW PHOENIX SETTLEMENT ADMINSTRATOR DECLARATION	BILLABLE	2/17/2021	0.4	\$750.00	\$300.00	KJO
▶ Settlement DRAFT EMAIL TO MICHAEL MOORE, PHOENIX REGARDING SETTLEMENT ADMINSTRATOR DECLARATION	BILLABLE	2/17/2021	0.1	\$750.00	\$75.00	KJO
▶ Settlement DRAFT PROPOSED PAGA SETTLEMENT NOTICE	BILLABLE	2/17/2021	0.9	\$750.00	\$675.00	KJO
▶ Settlement DRAFT EMAIL TO LANA KAUFMAN WITH PROPOSED SETTLEMENT NOTICE	BILLABLE	2/17/2021	0.1	\$750.00	\$75.00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Court Mandated Conferences SET UP LA COURT CONNECT FOR ARB STATUS CONFERENCE ADD DIAL INFORMATION TO EVENT DESCRIPTION	BILLABLE	2/16/2021	0.2	\$180.00	\$36.00	SM
▶ Settlement DRAFT EMAIL TO LANA KAUFMAN REGARDING SETTLEMENT	BILLABLE	2/16/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement EMAIL EXCHANGE WITH LANA KAUFMAN REGARDING SETTLEMENT	BILLABLE	2/16/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement LEGAL RESEARCH	BILLABLE	2/16/2021	0.6	\$750.00	\$450.00	KJO
▶ Settlement DRAFT MOTION FOR APPROVAL OF PAGA SETTLEMENT	BILLABLE	2/16/2021	2.6	\$750.00	\$1,950.00	KJO
▶ Settlement EMAIL EXCHANGE WITH MKE MOORE REGARDING DECLARATION IN SUPPORT OF MOTION FOR SETTLEMENT	BILLABLE	2/16/2021	0.3	\$750.00	\$225.00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Analysis/Strategy RESEARCH FOR PAGA SETTLEMENT APPROVAL MOTION.	BILLABLE	2/11/2021	0.9	\$750.00	\$675.00	KJO
▶ Pleadings SEND REMINDER TO K ODENBREIT RE ARBITRATION STATUS REPORT	BILLABLE	2/9/2021	0.1	\$185.00	\$18.50	GDM
▶ Court Mandated Conferences DRAFT PROPOSED JOINT STATUS CONFERENCE STATEMENT	BILLABLE	2/9/2021	0.6	\$750.00	\$450.00	KJO
▶ Court Mandated Conferences DRAFT EMAIL TO LANA KAUFMAN REGARDING JOINT STATUS STATEMENT	BILLABLE	2/9/2021	0.1	\$750.00	\$75.00	KJO
▶ Pleadings FORMAT, FILE AND SERVE JOINT STATUS REPORT RE ARBITRATION	BILLABLE	2/9/2021	0.5	\$185.00	\$92.50	GDM
▶ Settlement REVIEW PAGA SETTLEMENT SIGNED BY CLIENT	BILLABLE	2/8/2021	0.1	\$750.00	\$75.00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Settlement DRAFT EMAIL TO LANA KAUFMAN REGARDING SIGNATURES ON PAGA SETTLEMENT AGREEMENT	BILLABLE	2/8/2021	0.1	\$750.00	\$75.00	KJO
▶ Settlement TELEPHONE CALL WITH LANA KAUFMAN REGARDING SETTLEMENT	BILLABLE	2/5/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement EMAIL EXCHANGE WITH LANA KAUFMAN REGARDING PAGA SETTLEMENT	BILLABLE	2/5/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement DRAFT MOTION FOR APPROVAL OF PAGA SETTLEMENT	BILLABLE	2/5/2021	1.8	\$750.00	\$1,350.00	KJO
▶ Analysis/Strategy LEGAL RESEARCH	BILLABLE	2/5/2021	0.7	\$750.00	\$525.00	KJO
▶ Communicate (with client) SEND W-9 TO THE CLIENT VIA DOCUSIGN AND EMAIL HIM TO LET HIM KNOW	BILLABLE	2/4/2021	0.1	\$185.00	\$18.50	GG

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Settlement REV EW/RESPOND TO EMAIL FROM LANA KAUFMAN REGARD NG SETTLEMENT AGREEMENTS	BILLABLE	2/4/2021	0.1	\$750.00	\$75.00	KJO
▶ Settlement DRAFT EMAIL TO LANA KAUFMAN REGARD NG SETTLEMENT	BILLABLE	2/4/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement DRAFT PAGA SETTLEMENT APPROVAL MOTION	BILLABLE	2/4/2021	2.1	\$750.00	\$1,575.00	KJO
▶ Settlement TELEPHONE CALL WITH JOHN YOUNG REGARD NG PAGA SETTLEMENT	BILLABLE	2/3/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement REV EW SIGNED SETTLEMENT AGREEMENTS	BILLABLE	2/2/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement DRAFT EMAIL TO LANA KAUFMAN WITH PLAINTIFF EXECUTED SETTLEMENT AGREEMENTS	BILLABLE	2/2/2021	0.2	\$750.00	\$150.00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Pleadings SEND EMA L TO K ODENBRE T RE POST ARB TRAT ON STATUS REPORT	B LLABLE	2/2/2021	0 1	\$185 00	\$18 50	GDM
Communicate (with client) TAKE CL ENT S CALL RE TAX FORMS SET UP A T ME TO F LL N NFORMAT ON	B LLABLE	2/2/2021	0 2	\$185 00	\$37 00	GG
Communicate (with client) SEND ND V DUAL AND PAGA SETTLEMENT AGREEMENT V A DOCUS GN FOR THE CL ENT TO S GN CALL THE CL ENT TO LET H M KNOW AND SET UP A CALL W TH KJO	B LLABLE	2/1/2021	0 2	\$185 00	\$37 00	GG
Communicate (with client) TELEPHONE CALL W TH CL ENT REGARD NG SETTLEMENT	B LLABLE	2/1/2021	0 6	\$750 00	\$450 00	KJO
Settlement EMA L EXCHANGE W TH GRAC ELA GUEVARA REGARD NG TAX FORMS TO SEND TO CL ENT	B LLABLE	2/1/2021	0 2	\$750 00	\$150 00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Communicate (with client) EMA L TAX FORMS W-4 AND 1099 FOR THE CL ENT TO COMPLETE AND SEND BACK TO US	B LLABLE	2/1/2021	0 2	\$185 00	\$37 00	GG
Settlement REV EW DEFENDANT S FURTHER REV S ONS TO PAGA SETTLEMENT AGREEMENT	B LLABLE	1/27/2021	0 4	\$750 00	\$300 00	KJO
Settlement REV EW DEFENDANT S FURTHER REV S ONS TO ND V DUAL SETTLEMENT AGREEMENT	B LLABLE	1/27/2021	0 3	\$750 00	\$225 00	KJO
Settlement CALL CLERK RE PAGA APPROVAL MOTION.	B LLABLE	1/27/2021	0 3	\$185 00	\$55 50	GDM
Settlement PREPARE AND SEND CL ENT COP ES OF SETTLEMENT AGREEMENT	B LLABLE	1/27/2021	0 2	\$185 00	\$37 00	GDM
Settlement CALL CL ENT RE SETTLEMENT AND ARRANGE PHONE CALL W TH K ODENBRE T	B LLABLE	1/27/2021	0 1	\$185 00	\$18 50	GDM

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Communicate (with client) TELEPHONE CALL FROM CL ENT	B LLABLE	1/26/2021	0 2	\$750 00	\$150 00	KJO
Settlement EMA L EXCHANGE W TH LANA KAUFMAN REGARD NG REV S ONS TO SETTLEMENT AGREEMENT	B LLABLE	1/26/2021	0 2	\$750 00	\$150 00	KJO
Settlement EMA L EXCHANGE W TH JAN CE MAHONEY AND MONIQUE FLORES REGARD NG MED AT ON NVO CE	B LLABLE	1/26/2021	0 2	\$750 00	\$150 00	KJO
Settlement REV EW DEFENDANT S REV S ONS TO PAGA SETTLEMENT AGREEMENT	B LLABLE	1/26/2021	0 7	\$750 00	\$525 00	KJO
Settlement REV EW DEFENDANT S REV S ONS TO ND V DUAL SETTLEMENT AGREEMENT	B LLABLE	1/26/2021	0 6	\$750 00	\$450 00	KJO
Settlement DRAFT EMA L TO LANA KAUFMAN REGARD NG SETTLEMENT	B LLABLE	1/26/2021	0 1	\$750 00	\$75 00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Settlement CALL WITH CLIENT TO CONFIRM APPEARANCE AT MEDICATION	BILLABLE	1/25/2021	0.1	\$185.00	\$18.50	GDM
▶ Settlement MEDICATION WITH JILL SPERBER	BILLABLE	1/25/2021	4.6	\$750.00	\$3,450.00	KJO
▶ Settlement DRAFT PROPOSED PAGA SETTLEMENT AGREEMENT	BILLABLE	1/25/2021	1.8	\$750.00	\$1,350.00	KJO
▶ Settlement DRAFT PROPOSED INDIVIDUAL SETTLEMENT AGREEMENT	BILLABLE	1/25/2021	1.3	\$750.00	\$975.00	KJO
▶ Settlement DRAFT EMAIL TO LANA KAUFMAN WITH DRAFT SETTLEMENT AGREEMENTS	BILLABLE	1/25/2021	0.2	\$750.00	\$150.00	KJO
▶ Written Discovery CHECK DEADLINES RE DEFENDANTS' RESPONSES TO DISCOVERY AND CHECK IF THEY RECEIVED AN EXTENSION	BILLABLE	1/21/2021	0.2	\$185.00	\$37.00	GDM
▶ Settlement FINALIZE AND EMAIL MEDICATION ORDER TO MEDICATION	BILLABLE	1/21/2021	1	\$185.00	\$185.00	GDM

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Settlement EMA L EXCHANGE W TH DAN EL MART NEZ REGARD NG MED AT ON BR EF	B LLABLE	1/21/2021	0 2	\$750 00	\$150 00	KJO
▶ Settlement REV EW F NAL MED AT ON BR EF	B LLABLE	1/21/2021	0 4	\$750 00	\$300 00	KJO
▶ Document Production SAVE DEFENDANT S DOCUMENT PRODUCT ON ONTO SERVER	B LLABLE	1/21/2021	0 1	\$185 00	\$18 50	GDM
▶ Settlement TELEPHONE CALL W TH LANA KAUFMAN REGARD NG SETTLEMENT	B LLABLE	1/21/2021	0 8	\$750 00	\$600 00	KJO
▶ Settlement MA L MED AT ON BR EF TO MED ATOR	B LLABLE	1/21/2021	0 1	\$180 00	\$18 00	RAC
▶ Settlement EMA L EXCHANGE W TH LANA KAUFMAN REGARD NG DOCUMENTS FOR MED AT ON	B LLABLE	1/20/2021	0 2	\$750 00	\$150 00	KJO
▶ Settlement EMA L EXCHANGE W TH LANA KAUFMAN REGARD NG RECORDS FOR MED AT ON	B LLABLE	1/20/2021	0 2	\$750 00	\$150 00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Settlement DRAFT MED AT ON BRIEF	BILLABLE	1/20/2021	4.8	\$750.00	\$3,600.00	KJO
▶ Settlement LEGAL RESEARCH FOR MED AT ON BRIEF	BILLABLE	1/20/2021	1	\$750.00	\$750.00	KJO
▶ Settlement DRAFT EMAIL TO DANIEL GILBERT WITH MED AT ON BRIEF AND EXHIBITS	BILLABLE	1/20/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement EMAIL EXCHANGE WITH LANA KAUFMAN REGARDING MED AT ON	BILLABLE	1/19/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement EMAIL EXCHANGE WITH JUDY CATE WEST REGARDING MED AT ON	BILLABLE	1/19/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement DRAFT EMAIL TO DANIEL MARTINEZ TO CONTACT CLIENT	BILLABLE	1/19/2021	0.1	\$750.00	\$75.00	KJO
▶ Settlement REVIEW DATA FROM DEFENDANT FOR MED AT ON	BILLABLE	1/19/2021	0.6	\$750.00	\$450.00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Experts/Consultants DRAFT EMA L TO JAMES TONEY REGARD NG DAMAGE ANALYS S FOR MED AT ON	B LLABLE	1/19/2021	0 2	\$750 00	\$150 00	KJO
▶ Settlement REV EW EMA L FROM LANA KAUFMAN W TH NFORMT ON FOR MED AT ON	B LLABLE	1/18/2021	0 3	\$750 00	\$225 00	KJO
▶ Settlement SEND EMA L RE UPDATED COSTS FOR MED AT ON	B LLABLE	1/14/2021	0 1	\$185 00	\$18 50	GDM
▶ Settlement SEND EMA L TO J MAHONEY RE PAYMENT OF MED AT ON	B LLABLE	1/14/2021	0 1	\$185 00	\$18 50	GDM
▶ Settlement CALENDAR MED AT ON DEADL NES	B LLABLE	1/13/2021	0 4	\$185 00	\$74 00	GDM
▶ Settlement EMA L EXCHANGE W TH LAUNA KAUFMAN REGARD NG NFORMAL PRODUCT ON FOR MED AT ON	B LLABLE	1/12/2021	0 2	\$750 00	\$150 00	KJO
▶ Analysis/Strategy DRAFT EMA L TO ARRASH FATTAH REGARD NG MED AT ON	B LLABLE	1/12/2021	0 2	\$750 00	\$150 00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Settlement REV EW/RESPOND TO EMAIL FROM LLANA KAUFMAN REGARDING SAMPLE FOR MEDICATION	Billable	1/8/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement EMAIL EXCHANGE WITH LLANA KAUFMAN REGARDING DATA FOR MEDICATION	Billable	1/8/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement REV EW/RESPOND TO EMAIL FROM LLANA KAUFMAN REGARDING MEDICATION	Billable	1/6/2021	0.2	\$750.00	\$150.00	KJO
▶ Settlement SAVE MEDICATION ON DOCUMENTS ONTO SERVER	Billable	1/4/2021	0.1	\$185.00	\$18.50	GDM
▶ Time (AF) PREPARE: PMQ DEPOSITION NOT CE	Billable	12/22/2020	1.5	\$125.00	\$187.50	AF
▶ Written Discovery (AF) PREPARE: PMQ DEPOSITION NOT CE	Billable	12/21/2020	1.5	\$125.00	\$187.50	AF
▶ Settlement CALENDAR ALL ARBITRATION DEADLINES	Billable	12/17/2020	0.3	\$185.00	\$55.50	GDM

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Settlement REV EW EMA L FROM JUD CATE WEST REGARD NG MED AT ON DATE	BLLE	12/15/2020	0 1	\$750 00	\$75 00	KJO
▶ Settlement DRAFT EMA L TO LANA KAUFMAN REGARD NG MED AT ON	BLLE	12/15/2020	0 1	\$750 00	\$75 00	KJO
▶ Settlement REV EW EMA L FROM LANA KAUFMAN REGARD NG MED AT ON	BLLE	12/15/2020	0 1	\$750 00	\$75 00	KJO
▶ Settlement TELEPHONE CALL W TH LANA KAUFMAN REGARD NG MED AT ON	BLLE	12/15/2020	0 4	\$750 00	\$300 00	KJO
▶ Settlement REV EW/RESPOND TO EMA L FROM HEATHER REED REGARD NG MED AT ON	BLLE	12/15/2020	0 1	\$750 00	\$75 00	KJO
▶ Written Discovery (AF) PREPARE: PMQ DEPO NOT CE	BLLE	12/14/2020	0 25	\$125 00	\$31 25	AF

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Communicate (with client) CALL W CL ENT [REDACTED]	B LLABLE	12/11/2020	0 5	\$550 00	\$275 00	MAS
Settlement REV EW EMA L FROM LANA KAUFMAN REGARD NG MED AT ON	B LLABLE	12/11/2020	0 2	\$750 00	\$150 00	KJO
Analysis/Strategy DRAFT EMA L TO ANNA SALUSKY REGARD NG STRATEGY	B LLABLE	12/11/2020	0 2	\$750 00	\$150 00	KJO
Analysis/Strategy CONFER W TH K ODENBRE T RE MED AT ON	B LLABLE	12/11/2020	0 4	\$750 00	\$300 00	ARS
Analysis/Strategy TELEPHONE CALL W TH M CHAEL SW FT REGARD NG STRATEGY	B LLABLE	12/11/2020	0 2	\$750 00	\$150 00	KJO
Class Action Certification and Notice DRAFT PROPOSED BELA RE NOT CE	B LLABLE	12/11/2020	1	\$750 00	\$750 00	KJO
Settlement DRAFT EMA L TO LANA KAUFMAN W TH PROPOSED BELA RE NOT CE	B LLABLE	12/11/2020	0 2	\$750 00	\$150 00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Court Mandated Conferences TELEPHONIC APPEARANCE FOR STATUS CONFERENCE WITH ARBITRATOR	BILLABLE	12/10/2020	0.3	\$750.00	\$225.00	ARS
Communicate (with client) EMAIL CLIENT RE STATUS UPDATE	BILLABLE	12/10/2020	0.2	\$750.00	\$150.00	ARS
Analysis/Strategy UPDATE FILE AND TRANSFER SUPERVISION TO KODENBRETT	BILLABLE	12/10/2020	0.2	\$750.00	\$150.00	ARS
Settlement CALENDAR DEADLINES RE ARBITRATION	BILLABLE	12/10/2020	0.2	\$185.00	\$37.00	GDM
Written Discovery (AF) PREPARE: PMQ DEPOSITION NOTICE	BILLABLE	12/10/2020	0.5	\$125.00	\$62.50	AF
Analysis/Strategy CONF W/ KJORE NEWLY ASSIGNED MATTER, REVIEW FILE RE DISCOVERY, CALL CLIENT RE	BILLABLE	12/9/2020	1.3	\$550.00	\$715.00	MAS

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Court Mandated Conferences DRAFT EMA L TO DAN EL MART NEZ REGARD NG STATUS CONFERENCE	B LLABLE	12/9/2020	0 2	\$750 00	\$150 00	KJO
▶ Analysis/Strategy EMA L EXCHANGE W TH ANNA SALUSKY REGARD NG ARB TRAT ON HEAR NG	B LLABLE	12/9/2020	0 3	\$750 00	\$225 00	KJO
▶ Analysis/Strategy EMA L EXCHANGE W TH M KE SW FT REGARD NG ARB TRAT ON HEAR NG	B LLABLE	12/9/2020	0 2	\$750 00	\$150 00	KJO
▶ Analysis/Strategy (AF) PREPARE: DAMAGES MATR X FOR ARS	B LLABLE	11/18/2020	0 2	\$125 00	\$25 00	AF
▶ Analysis/Strategy (AF/ARS): TELECONFERENCE W TH OPPOS NG COUNSEL REGARD NG STATUS OF CASE AND POTENT AL MED AT ON	B LLABLE	11/18/2020	1	\$125 00	\$125 00	AF
▶ Settlement CONFERENCE CALL W TH OPPOS NG COUNSELS RE MED AT ON	B LLABLE	11/17/2020	0 3	\$750 00	\$225 00	ARS

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Analysis/Strategy CONFER W TH A FATTAH RE RECORDS NEEDED N ADVANCE OF MED AT ON	B LLABLE	11/17/2020	0 2	\$750 00	\$150 00	ARS
▶ Written Discovery FORMAT AND SERVER D SCOVERY REQUESTS TO DEFENDANT REDHEAD K TCHEN	B LLABLE	11/17/2020	1	\$185 00	\$185 00	GDM
▶ Analysis/Strategy CONFER W TH A FATTAH RE SETTLEMENT VALUE OF ARB TRAT ON CLA MS AND PAGA CLA MS	B LLABLE	11/16/2020	0 4	\$750 00	\$300 00	ARS
▶ Communicate (with client) CALL W TH CL ENT AND ARS REGARD NG	B LLABLE	11/13/2020	0 5	\$125 00	\$62 50	AF
▶ Written Discovery CONFER W TH OPPOS NG COUNSEL RE D SCOVERY AND SETT NG UP PHONE CONFERENCE	B LLABLE	11/12/2020	0 2	\$750 00	\$150 00	ARS
▶ Written Discovery CONFER W TH A FATAH RE D SCOVERY RESPONSES	B LLABLE	11/12/2020	0 2	\$750 00	\$150 00	ARS

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Time PREPARE AND SERVE SUPPLEMENTAL RESPONSES TO DEFENDANT S D SCOVERY	B LLABLE	11/12/2020	0 5	\$185 00	\$92 50	GDM
Written Discovery (AF) PREPARE: SUPPLEMENTAL SROGS REGARD NG DAMAGES CALCULAT ON	B LLABLE	11/12/2020	2 5	\$125 00	\$312 50	AF
Written Discovery UPDATE CALENDAR RE D SCOVERY RESPONSES	B LLABLE	11/6/2020	0 1	\$185 00	\$18 50	GDM
Written Discovery (AF) PREPARE: SUPPLEMENTAL SROGS REGARD NG DAMAGES CALCULAT ON	B LLABLE	11/5/2020	3	\$125 00	\$375 00	AF
Written Discovery (AF) PREPARE: SUPPLEMENTAL SROGS REGARD NG DAMAGES CALCULAT ON	B LLABLE	11/4/2020	3	\$125 00	\$375 00	AF
Written Discovery DOWNLOAD AND SAVE CL ENTS VER F CAT ONS ONTO SERVER	B LLABLE	11/4/2020	0 1	\$185 00	\$18 50	GDM
Written Discovery CONFER W TH A FATTAH RE SUPPLEMENTAL D SCOVERY RESPONSES	B LLABLE	11/3/2020	0 1	\$750 00	\$75 00	ARS

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Written Discovery (AF) PREPARE: SUPPLEMENTAL SROGS REGARDING DAMAGES CALCULATION	BILLABLE	10/30/2020	2.5	\$125.00	\$312.50	AF
Written Discovery REVIEW CORRESPONDENCE FORMS SNYDER RE SUPPLEMENTAL DISCOVERY RESPONSES AND SEND EMAIL RE SAME	BILLABLE	10/21/2020	0.3	\$750.00	\$225.00	ARS
Analysis/Strategy EMAIL EXCHANGE WITH KEVIN MAHONEY REGARDING STRATEGY	BILLABLE	10/20/2020	0.2	\$750.00	\$150.00	KJO
Analysis/Strategy REVIEW AND UPDATE FILE AND PP.	BILLABLE	10/7/2020	0.1	\$550.00	\$55.00	KNB
Analysis/Strategy CASE REVIEW WITH K. BLANCO AND UPDATE CASE PLAN	BILLABLE	9/30/2020	0.1	\$750.00	\$75.00	ARS
Experts/Consultants EMAIL FOLLOW UP WITH A SALUSKY RE: [REDACTED]	BILLABLE	9/30/2020	0.1	\$550.00	\$55.00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Written Discovery CONFERENCE WITH KAUFMAN RE SUPPLEMENTAL DISCOVERY RESPONSES	BILLABLE	9/29/2020	0.2	\$750.00	\$150.00	ARS
Analysis/Strategy CALL WITH D MARTINEZ RE: STATUS ON SERVICE OF DISCOVERY REQUESTS	BILLABLE	9/29/2020	0.1	\$550.00	\$55.00	KNB
Communicate (with client) CALL WITH CLIENT TO ENSURE NECESSARY ACTIONS ARE SIGNED AND SENT BACK AS SOON AS POSSIBLE	BILLABLE	9/28/2020	0.1	\$550.00	\$55.00	KNB
Court Mandated Conferences EMAIL TO D MARTINEZ TO ENSURE ALL UPCOMING DATES ARE CALENDARED ACCORDINGLY	BILLABLE	9/28/2020	0.1	\$550.00	\$55.00	KNB
Settlement CALENDAR STATUS CONFERENCE AND ARBITRATION ON REVIEW HEARING	BILLABLE	9/28/2020	0.2	\$185.00	\$37.00	GDM

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Written Discovery PREPARE REQUESTS FOR ADMISSIONS, REQUESTS FOR PRODUCTION OF DOCUMENTS, SPECIAL INTERROGATORIES, FORM INTERROGATORIES- EMPLOYMENT, AND FORM INTERROGATORIES-GENERAL TO PROPOUND ON RESPONDING PARTY	BILLABLE	9/28/2020	2.8	\$550.00	\$1,540.00	KNB
Written Discovery EMAIL TO DEMARTEZ TO FURNISH AND SERVED DISCOVERY TO PROPOUND ON RESPONDING PARTY	BILLABLE	9/28/2020	0.1	\$550.00	\$55.00	KNB
Written Discovery FORMAT AND SERVE SUPPLEMENTAL RESPONSES TO DISCOVERY. SERVE MEET AND CONFER RESPONSE AND OBTAIN PLAINT FFS; VERIFICATION	BILLABLE	9/28/2020	1	\$185.00	\$185.00	GDM
Written Discovery FURNISH SUPPLEMENTAL RESPONSES TO DISCOVERY FOR KODENBRETT REVIEW	BILLABLE	9/25/2020	1.8	\$550.00	\$990.00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Written Discovery FINAL REVIEWS TO SUPPLEMENTAL RESPONSES TO DISCOVERY AND RESPONSE TO MEET AND CONFER CORRESPONDENCE TO INCORPORATE KODENBRETS REVIEWS, AND SEND TO MARTINEZ FOR SERVICE TO DEFENDANT	BILLABLE	9/25/2020	0.5	\$550.00	\$275.00	KNB
Written Discovery REVIEW/REVIEWER MEET AND CONFER LETTER REGARDING PLAINTIFFS RESPONSES TO DEFENDANT'S INTERROGATORIES, SET ONE	BILLABLE	9/25/2020	0.4	\$750.00	\$300.00	KJO
Written Discovery REVIEW/REVIEWER PLAINTIFFS SUPPLEMENTAL RESPONSES TO DEFENDANT'S REQUEST FOR PRODUCTION OF DOCUMENTS, SET ONE	BILLABLE	9/25/2020	1.1	\$750.00	\$825.00	KJO
Analysis/Strategy TELEPHONE CALL WITH KATE BLANCO	BILLABLE	9/25/2020	0.2	\$750.00	\$150.00	KJO
Pleadings FORMAT AND EMAIL SUPPLEMENTAL VERIFICATION AND RESPONSES TO CLERK	BILLABLE	9/25/2020	0.3	\$185.00	\$55.50	GDM

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Communicate (with client) FOLLOW UP EMAIL TO CLIENT TO REVIEW SUPPLEMENTAL RESPONSES TO DISCOVERY AND VERIFICATION TO SIGN, NOTING DEADLINE FOR US TO SERVE OUR RESPONSES	BILLABLE	9/25/2020	0.1	\$550.00	\$55.00	KNB
Written Discovery SEND EMAIL TO K. BLANCO RE DISCOVERY RESPONSES	BILLABLE	9/24/2020	0.1	\$185.00	\$18.50	GDM
Analysis/Strategy CALL WITH K. ODENBREIT RE: STRATEGY	BILLABLE	9/24/2020	0.2	\$550.00	\$110.00	KNB
Written Discovery REVIEW RESPONSES TO SPECIAL INTERROGATORIES AND PREPARE LETTER IN RESPONSE TO RESPONDENT'S MEET AND CONFER CORRESPONDENCE FOR K. ODENBREIT'S REVIEW	BILLABLE	9/24/2020	0.8	\$550.00	\$440.00	KNB
Written Discovery COMMENCE DRAFT OF SUPPLEMENTAL RESPONSES TO REQUESTS FOR PRODUCTION OF DOCUMENTS	BILLABLE	9/24/2020	1	\$550.00	\$550.00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Communicate (with client) CALL WITH CLIENT RE: SUPPLEMENTAL RESPONSES TO DISCOVERY	BILLABLE	9/22/2020	0.5	\$550.00	\$275.00	KNB
▶ Written Discovery SEND EMAIL TO K. BLANCO RE SUPPLEMENTAL DISCOVERY RESPONSES	BILLABLE	9/18/2020	0.1	\$185.00	\$18.50	GDM
▶ Communicate (with client) CALL WITH CLIENT RE:	BILLABLE	9/18/2020	0.3	\$550.00	\$165.00	KNB
▶ Communicate (with client) EMAIL CONFIRMATION TO CLIENT REGARDING [REDACTED]	BILLABLE	9/18/2020	0.1	\$550.00	\$55.00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Court Mandated Conferences EMAIL CORRESPONDENCE WITH ALL COUNSEL AND ARBITRATOR REGARDING CONTINUANCE	BILLABLE	9/15/2020	0.1	\$550.00	\$55.00	KNB
▶ Analysis/Strategy EMAIL TO MS. QUAN RE RESCHEDULING ARBITRATION HEARING DATE	BILLABLE	9/15/2020	0.2	\$750.00	\$150.00	ARS
▶ Analysis/Strategy REVIEW STIPULATION TO CONTINUE TRIAL	BILLABLE	9/14/2020	0.3	\$750.00	\$225.00	ARS
▶ Court Mandated Conferences REVIEW JOINT STIPULATION FOR CONTINUANCE, AND EMAIL CORRESPONDENCE WITH OPPOSING COUNSEL PROVIDING SIGNED COPY OF JOINT STIPULATION	BILLABLE	9/14/2020	0.3	\$550.00	\$165.00	KNB
▶ Written Discovery EMAIL WITH OPPOSING COUNSEL REGARDING OUR CLIENT'S SUPPLEMENTAL RESPONSES TO DISCOVERY AND STIPULATION FOR CONTINUANCE	BILLABLE	9/11/2020	0.1	\$550.00	\$55.00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Analysis/Strategy REVIEW OF OPPOSING COUNSEL'S EMAIL REGARDING PROPOSED CONTINUANCE, REVIEW ARBITRATOR'S SCHEDULING ORDER, AND RESPOND TO OPPOSING COUNSEL WITH PROPOSED EXTENSIONS TO ALL DATES	BILLABLE	9/9/2020	0.4	\$550.00	\$220.00	KNB
▶ Written Discovery CALENDAR DEADLINES RE SUPPLEMENTAL RESPONSES TO DISCOVERY	BILLABLE	9/9/2020	0.1	\$185.00	\$18.50	GDM
▶ Written Discovery REVIEW MEET AND CONFERENCE LETTER FROM OPPOSING COUNSEL LANA KAUFMAN, AND RESPOND BY EMAIL SEEKING EXTENSION TO PROVIDE SUPPLEMENTAL RESPONSES	BILLABLE	9/8/2020	0.3	\$550.00	\$165.00	KNB
▶ Analysis/Strategy REVIEW STATUS OF CASE AND RECENT EMAIL CORRESPONDENCE	BILLABLE	9/1/2020	0.2	\$550.00	\$110.00	KNB
▶ Written Discovery CONFERENCE WITH GERMARNEZ REVERF CATONS FOR WRITTEN DISCOVERY RESPONSES FOR PLAINTIFF	BILLABLE	8/27/2020	0.2	\$750.00	\$150.00	ARS

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Written Discovery FORMAT AND SERVE CLAIMANTS RESPONSES TO DISCOVERY	BILLABLE	8/26/2020	1	\$185 00	\$185 00	GDM
▶ Communicate (with client) EMAIL CLIENT RE OUTSTANDING VERIFICATION AND ATTEMPTS TO REACH HIM	BILLABLE	8/26/2020	0.2	\$750 00	\$150 00	ARS
▶ Written Discovery REVIEW DRAFTS OF DISCOVERY RESPONSES	BILLABLE	8/24/2020	0.7	\$750 00	\$525 00	KJO
▶ Written Discovery REVIEW ATTORNEY NOTES	BILLABLE	8/24/2020	0.5	\$750 00	\$375 00	KJO
▶ Written Discovery REVIEW DOCUMENTS FILE	BILLABLE	8/24/2020	1.1	\$750 00	\$825 00	KJO
▶ Written Discovery DRAFTED RESPONSES TO SPECIAL INTERROGATORIES, SET ONE	BILLABLE	8/24/2020	4.2	\$750 00	\$3,150 00	KJO
▶ Written Discovery DRAFT RESPONSES TO REQUEST FOR PRODUCTION, SET ONE	BILLABLE	8/24/2020	1.2	\$750 00	\$900 00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Written Discovery DRAFT RESPONSES TO REQUEST FOR ADM SS ONS, SET ONE	B LLABLE	8/24/2020	0 5	\$750 00	\$375 00	KJO
Written Discovery DRAFT RESPONSES TO FORM INTERROGATOR ES-EMPLOYMENT, SET ONE	B LLABLE	8/24/2020	0 8	\$750 00	\$600 00	KJO
Written Discovery SEND VER F CAT ON FOR CL ENT TO S GN	B LLABLE	8/21/2020	0 2	\$185 00	\$37 00	GDM
Written Discovery EMA L EXCHANGE W TH DAN EL G LBERT REGARD NG PLA NT FF S RESPONSES TO D SCOVERY	B LLABLE	8/21/2020	0 2	\$750 00	\$150 00	KJO
Written Discovery DRAFT EMA L TO LEE M LLER REQUEST NG EXTENS ON OF T ME TO RESPOND TO D SCOVERY	B LLABLE	8/21/2020	0 2	\$750 00	\$150 00	KJO
Document/File Management CHECK DOCKET TO CONF RM HEAR NG CONT NUANCE	NO B LLABLE	8/13/2020	0 1	\$0 00	\$0 00	SM

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Analysis/Strategy REVIEW FILE AND REASSIGN UPCOMING DEADLINES DUE TO KIM BLANCO TAKING TEMPORARY LEAVE	BILLABLE	8/13/2020	0.1	\$750.00	\$75.00	ARS
Written Discovery CONFERENCE WITH DORIS MARTINEZ VIA EMAIL REGARDING VERIFICATION FOR PLAINTIFF'S RESPONSES TO DISCOVERY DUE 8/14/2020	BILLABLE	8/11/2020	0.2	\$550.00	\$110.00	KNB
Communicate (with client) FOLLOW UP CALL WITH CLIENT RE: DISCOVERY RESPONSES	BILLABLE	8/10/2020	0.5	\$550.00	\$275.00	KNB
Court Mandated Conferences FOLLOW UP WITH OPPOSING COUNSEL AS TO WHETHER JOINT STIPULATION TO CONTINUE POST-ARBITRATION HEARING HAS BEEN FILED	BILLABLE	8/7/2020	0.1	\$550.00	\$55.00	KNB
Analysis/Strategy CASE REVIEW WITH GINGER AND DISCUSS UPCOMING TASKS	BILLABLE	8/7/2020	0.1	\$550.00	\$55.00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Analysis/Strategy TELECONFERENCE WITH KNB RE CASE STATUS AND NEXT STEPS; UPDATE PRACTICE PANTHER	BILLABLE	8/7/2020	0.2	\$650.00	\$130.00	GBS
Written Discovery FINALIZE TEMPLATES FOR RESPONSES TO DISCOVERY IN PREPARATION FOR CLIENT MEETING	BILLABLE	8/7/2020	2	\$550.00	\$1,100.00	KNB
Communicate (with client) CALL WITH CLIENT	BILLABLE	8/7/2020	1.3	\$550.00	\$715.00	KNB
Communicate (with client) FOLLOW UP EMAIL TO CLIENT	BILLABLE	8/7/2020	0.2	\$550.00	\$110.00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Written Discovery REV EW D SCOVERY REQUESTS AND CREATE TEMPLATES N PREPARAT ON FOR CL ENT MEET NG SCHEDULED FOR AUGUST 7, 2020 TO GO OVER D SCOVERY RESPONSES	B LLABLE	8/6/2020	1 5	\$550 00	\$825 00	KNB
▶ Analysis/Strategy REV EW ST PULAT ON TO CONT NUE POST-ARB TRAT ON HEAR NG W TH THE COURT, AND PROV DE AVA LABLE DATES FOR FEBRUARY 2021	B LLABLE	8/5/2020	0 3	\$550 00	\$165 00	KNB
▶ Pleadings F NAL ZE ST PULAT ON AND PROPOSED ORDER TO CONT NUE POST ARB TRAT ON STATUS CONFERENCE AND SEND TO DEFENSE COUNSEL TO F LE	B LLABLE	8/5/2020	0 1	\$185 00	\$18 50	GDM
▶ Court Mandated Conferences CALL W TH K ODENBRE T RE: UPCOM NG STATUS CONFERENCE W TH THE COURT AND EMA L TO OPPOS NG COUNSEL REGARD NG DRAFT NG JO NT ST PULAT ON TO CONT NUE CONFERENCE	B LLABLE	8/3/2020	0 2	\$550 00	\$110 00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Pleadings UPDATE CALENDAR RE CMC STATEMENT	B LLABLE	8/3/2020	0 1	\$185 00	\$18 50	GDM
Court Mandated Conferences TELEPHONE CALL W TH KATE BLANCO REGARD NG JO NT STATUS REPORT	B LLABLE	8/3/2020	0 3	\$750 00	\$225 00	KJO
Communicate (with client) CALL FROM CL ENT	B LLABLE	7/31/2020	0 1	\$550 00	\$55 00	KNB
Communicate (with client) REV EW/REV SE LETTER TO CL ENT	B LLABLE	7/30/2020	0 3	\$750 00	\$225 00	KJO
Communicate (with client) F NAL ZE CONTACT LETTER FOR CL ENT AND PREPARE FOR CERT F ED MA L NG	B LLABLE	7/30/2020	0 3	\$550 00	\$165 00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Communicate (with client) REV EW COMMUN CAT ONS W TH CL ENT	B LLABLE	7/29/2020	0 4	\$550 00	\$220 00	KNB
Communicate (with client) RESPOND TO CL ENT S EMA L REGARD NG	B LLABLE	7/27/2020	0 1	\$550 00	\$55 00	KNB
Communicate (with client) RESPOND TO CL ENT S EMA L	B LLABLE	7/22/2020	0 1	\$550 00	\$55 00	KNB
Communicate (with client)	B LLABLE	7/21/2020	0 2	\$550 00	\$110 00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Written Discovery REV EW DEFENDANT S D SCOVERY REQUESTS N PREPARAT ON FOR MEET NG W TH CL ENT	B LLABLE	7/20/2020	0 8	\$550 00	\$440 00	KNB
Communicate (with client) CALL FROM CL ENT	B LLABLE	7/17/2020	0 2	\$550 00	\$110 00	KNB
Communicate (with client) DRAFT EMA L TO CL ENT	B LLABLE	7/17/2020	0 2	\$550 00	\$110 00	KNB
Analysis/Strategy D SCUSS CASE AND UPCOM NG DEADL NES W TH A MAHONEY	B LLABLE	7/15/2020	0 1	\$550 00	\$55 00	KNB
Written Discovery EMA L OPPOS NG COUNSEL TO ASK FOR AN EXTENS ON TO RESPOND TO D SCOVERY REQUESTS	B LLABLE	7/15/2020	0 1	\$550 00	\$55 00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Pleadings FINALIZE CONTACT LETTER FOR CLIENT AND SEND VIA CERTIFIED MAIL	BILLABLE	7/10/2020	0.5	\$185.00	\$92.50	GG
▶ Communicate (with client) [REDACTED]	BILLABLE	7/9/2020	0.5	\$550.00	\$275.00	KNB
▶ Analysis/Strategy CONFERENCE WITH KATE BLANCO REGARDING STATUS AND STRATEGY	BILLABLE	7/6/2020	0.2	\$750.00	\$150.00	KJO
▶ Analysis/Strategy CASE REVIEW AND STRATEGY WITH KODENBRETT	BILLABLE	7/6/2020	0.2	\$550.00	\$110.00	KNB
▶ Communicate (with client) SEND EMAIL TO CLIENT [REDACTED]	BILLABLE	6/30/2020	0.1	\$550.00	\$55.00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Written Discovery CALENDAR PLANNING RESPONSES TO DISCOVERY AND SAVE ONTO SERVER	BILLABLE	6/24/2020	0.1	\$185.00	\$18.50	GDM
Written Discovery FINALIZE INITIAL DISCLOSURES AND DOCUMENTS TO PRODUCE, AND SEND TO DEPARTMENT TO FINALIZE AND SERVE	BILLABLE	5/27/2020	0.3	\$550.00	\$165.00	KNB
Analysis/Strategy CALL WITH KODENBRETT: REVIEWS TO INITIAL DISCLOSURES	BILLABLE	5/27/2020	0.3	\$550.00	\$165.00	KNB
Settlement FORMAT AND MAIL INITIAL DISCLOSURES AND PRODUCTION OF DOCUMENTS	BILLABLE	5/27/2020	1	\$185.00	\$185.00	GDM
Settlement Managing Case and Informing Disclosures to Opposing Counsel	BILLABLE	5/27/2020	0.3	\$150.00	\$45.00	AR
Document Production FINALIZE INITIAL DISCLOSURES AND SEND TO KODENBRETT FOR REVIEW	BILLABLE	5/26/2020	0.4	\$550.00	\$220.00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Communicate (with client) CALL CLIENT TO	BILLABLE	5/26/2020	0.1	\$550.00	\$55.00	KNB
Analysis/Strategy CALL WITH KODENBRETT REGARDING NTDALD SCLOSURES	BILLABLE	5/26/2020	0.3	\$550.00	\$165.00	KNB
Written Discovery REVISE PLAINTFFS NTDALD SCLOSURES PER KODENBRETT'S SUGGESTED REVIEWS, PREPARE DOCUMENTS TO PRODUCE, AND SEND TO KODENBRETT FOR REVIEW	BILLABLE	5/26/2020	0.5	\$550.00	\$275.00	KNB
Written Discovery REVIEW CLAMANTS NTDALD SCLOSURES FOR ARBITRATION	BILLABLE	5/26/2020	0.8	\$750.00	\$600.00	KJO
Analysis/Strategy TELEPHONE CALL WITH KATE BLANCO REGARDING CLAMANTS NTDALD SCLOSURES	BILLABLE	5/26/2020	0.6	\$750.00	\$450.00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Written Discovery RESPOND TO OPPOSING COUNSEL RE: AAA INITIAL DISCOVERY PROTOCOL FOR INFORMAL EXCHANGE OF DISCOVERY	BILLABLE	5/25/2020	0.1	\$550.00	\$55.00	KNB
Document Production PREPARE DAMAGES CALCULATIONS AND INITIAL DISCLOSURES	BILLABLE	5/25/2020	2.5	\$550.00	\$1,375.00	KNB
Analysis/Strategy REVIEW DOCUMENTS PRODUCED BY DEFENDANT	BILLABLE	5/25/2020	0.8	\$550.00	\$440.00	KNB
Written Discovery REVIEW AAA INITIAL DISCOVERY RULES AND SEND EMAIL TO OPPOSING COUNSEL REQUESTING MEET AND CONFER TO DISCUSS WHICH DISCOVERY PROTOCOLS WE SHOULD FOLLOW MOVING FORWARD	BILLABLE	5/15/2020	0.8	\$550.00	\$440.00	KNB
Analysis/Strategy CONFERENCE REVIEW WITH KNBS RE CASE STATUS AND NEXT STEPS	BILLABLE	5/13/2020	0.2	\$650.00	\$130.00	GBS
Analysis/Strategy CASE REVIEW WITH GINGER	BILLABLE	5/13/2020	0.1	\$550.00	\$55.00	KNB

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
Document Production REVIEW FILE TO	BILLABLE	5/8/2020	0.4	\$550.00	\$220.00	KNB
Written Discovery REVIEW FILES, KODENBRETS NOTES FROM THE INITIAL ARBITRATION MANAGEMENT CALL, AND AAA RULES, AND DRAFT PRELIMINARY WITNESS LIST FOR CONFLICTS PURPOSES TO SUBMIT TO AAA AND ARBITRATOR	BILLABLE	5/8/2020	0.8	\$550.00	\$440.00	KNB
Written Discovery CONFERENCE WITH KODENBRETT TO FINALIZE CLAIMANTS PRELIMINARY WITNESS LIST, AND SUBMIT THROUGH AAAS ONLINE CASE MANAGEMENT SYSTEM	BILLABLE	5/8/2020	0.2	\$550.00	\$110.00	KNB
Written Discovery REVIEW AMERICAN ARBITRATION ASSOCIATION'S INITIAL DISCOVERY PROTOCOL SENT BY ARBITRATOR AND COMPARE WITH WRITTEN DISCOVERY UNDER THE CODE	BILLABLE	5/8/2020	0.8	\$550.00	\$440.00	KNB

ITEM	STATUS	DATE	HRS.	RATE	TOTAL	BILLED BY
▶ Analysis/Strategy REVIEW FILE	BILLABLE	5/7/2020	0.4	\$550.00	\$220.00	KNB
▶ Communicate (with client)	BILLABLE	5/7/2020	0.1	\$550.00	\$55.00	KNB
▶ Communicate (with client)	BILLABLE	5/7/2020	0.2	\$550.00	\$110.00	KNB
▶ Communicate (with client)	BILLABLE	5/7/2020	0.4	\$550.00	\$220.00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Settlement SENT EMAIL TO K BLANCO RE STATUS OF ARBITRATION	BILLABLE	5/5/2020	0.1	\$175.00	\$17.50	GDM
▶ Communicate (with client) EMAIL CLIENT [REDACTED]	BILLABLE	5/4/2020	0.1	\$550.00	\$55.00	KNB
▶ Communicate (with client) EMAIL CORRESPONDENCE WITH CLIENT TO SET UP TELEPHONE MEETING	BILLABLE	5/4/2020	0.1	\$550.00	\$55.00	KNB
▶ Communicate (with client) RESPOND TO CLIENT'S EMAIL INQUIRY, AND PROVIDE UPDATE AND NEXT STEPS REGARDING ARBITRATION	BILLABLE	4/29/2020	0.2	\$550.00	\$110.00	KNB
▶ Analysis/Strategy TELEPHONE CALL WITH KATE BLANCO REGARDING STATUS AND STRATEGY	BILLABLE	4/28/2020	0.3	\$750.00	\$225.00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Analysis/Strategy CONFER W TH K ODENBRE T RE: ARB TRAT ON MANAGEMENT CALL AND NEXT STEPS	B LLABLE	4/28/2020	0 3	\$550 00	\$165 00	KNB
Analysis/Strategy CASE REV EW W TH G S NGER, AND UPDATE TASKS	B LLABLE	4/28/2020	0 1	\$550 00	\$55 00	KNB
Court Mandated Conferences TELEPHON C CASE MANAGEMENT CONFERENCE W TH ARB TRATOR EM LY BOYLE	B LLABLE	4/27/2020	0 6	\$750 00	\$450 00	KJO
Pleadings REV EW AND REV SE JO NT PROPOSED HEAR NG AND SCHEDUL NG ORDER FOR ARB TRAT ON, AND SEND TO KJO FOR F NAL REV EW	B LLABLE	4/20/2020	0 2	\$550 00	\$110 00	KNB
Pleadings REV EW/REV SE JO NT CASE MANAGEMENT CONFERENCE STATEMENT	B LLABLE	4/20/2020	0 4	\$750 00	\$300 00	KJO
Analysis/Strategy EMA L EXCHANGE W TH KATE BLANCO REGARD NG PRE-TR AL DATES	B LLABLE	4/20/2020	0 2	\$750 00	\$150 00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Pleadings MAKE F NAL REV S ONS TO JO NT PROPOSED SCHEDUL NG ORDER AND SEND TO OPC	B LLABLE	4/20/2020	0 3	\$550 00	\$165 00	KNB
Analysis/Strategy CASE REV EW W TH K BLANCO	B LLABLE	4/16/2020	0 1	\$750 00	\$75 00	ARS
Analysis/Strategy CASE REV EW W TH ASM	NO B LLABLE	4/16/2020	0 1	\$0 00	\$0 00	KNB
Communicate (with client) SEND EMA L TO CL ENT REGARD NG UPDATE ON ARB TRAT ON, SPEC F CALLY REGARD NG UPCOM NG PREL M NARY CONFERENCE TO SET ARB TRAT ON HEAR NG SCHEDULE AND D SCCOVERY/DEPOS T ON DEADL NES	B LLABLE	4/15/2020	0 1	\$550 00	\$55 00	KNB
Court Mandated Conferences REV EW CASE MANAGEMENT SHEET FROM AAA N PREPARAT ON FOR CALL W TH OPPOS NG COUNSEL	B LLABLE	4/14/2020	0 3	\$750 00	\$225 00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Analysis/Strategy TELEPHONE CALL WITH KATE BLANCO IN PREPARATION FOR CASE MANAGEMENT CALL WITH OPPOSING COUNSEL	BILLABLE	4/14/2020	0.2	\$750.00	\$150.00	KJO
Court Mandated Conferences TELEPHONE CONFERENCE WITH OPPOSING COUNSEL REGARDING ARBITRATION CASE MANAGEMENT AND SCHEDULING ORDER	BILLABLE	4/14/2020	0.4	\$750.00	\$300.00	KJO
Court Mandated Conferences MEET AND CONFER WITH OPPOSING COUNSEL TO DISCUSS ARBITRATION SCHEDULE AND DISCOVERY	BILLABLE	4/14/2020	0.5	\$550.00	\$275.00	KNB
Analysis/Strategy CONFERENCE WITH KATHLEEN O'DENBRETT VIA PHONE AND EMAIL REGARDING PROPOSED SCHEDULING OF ARBITRATION, AAA RULES, AND PROPOSED DISCOVERY EXCHANGE	BILLABLE	4/14/2020	0.2	\$550.00	\$110.00	KNB
Analysis/Strategy REVIEW AAA EMPLOYMENT ARBITRATION RULES AND DISCOVERY PROTOCOL	BILLABLE	4/14/2020	0.5	\$550.00	\$275.00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Analysis/Strategy REV EW F LE AND SEND DOCUMENTS TO K ODENBRE T FOR REV EW PR OR TO MEET AND CONFER W TH ALL COUNSEL SCHEDULED FOR 4/14/2020	B LLABLE	4/13/2020	0 3	\$550 00	\$165 00	KNB
▶ Court Mandated Conferences REPLY TO OPC S EMA L CORRESPONDENCE RE: SCHEDUL NG OF MEET AND CONFER TO D SCUSS ARB TRAT ON SCHEDUL NG AND D SCOVERY PROCESS	B LLABLE	4/10/2020	0 1	\$550 00	\$55 00	KNB
▶ Court Mandated Conferences REV EW EMA L FROM LLANA KAUFMAN REGARD NG ARB TRAT ON SCHEDUL NG CONFERENCE MEET AND CONFER CALL	B LLABLE	4/10/2020	0 1	\$750 00	\$75 00	KJO
▶ Analysis/Strategy TELEPHONE CALL W TH KATE BLANCO REGARD NG MEET AND CONFER CALL W TH DEFENDANT	B LLABLE	4/10/2020	0 2	\$750 00	\$150 00	KJO
▶ Court Mandated Conferences REV EW EMA L FROM LEE M LLER REGARD NG CONFERENCE CALL	B LLABLE	4/8/2020	0 1	\$750 00	\$75 00	KJO

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
Court Mandated Conferences RESPOND TO OPC'S EMAIL COMMUNICATION.	BILLABLE	4/8/2020	0.1	\$550.00	\$55.00	KNB
Court Mandated Conferences REVIEW CORRESPONDENCE FROM ADR REGARDING INITIAL SCHEDULING CONFERENCE	BILLABLE	4/7/2020	0.2	\$750.00	\$150.00	KJO
Court Mandated Conferences TELEPHONE CALL WITH KATE BLANCO TO SET UP CALL WITH OPPOSING COUNSEL	BILLABLE	4/7/2020	0.3	\$750.00	\$225.00	KJO
Court Mandated Conferences REVIEW CORRESPONDENCE FROM ADR REGARDING INITIAL SCHEDULING CONFERENCE, CONFER WITH K. ODENBREIT, AND SEND EMAIL TO OPC TO MEET AND CONFER	BILLABLE	4/7/2020	0.3	\$550.00	\$165.00	KNB
Analysis/Strategy REVIEW FILE AND ENSURE STATUS OF CASE ON PPS UP TO DATE	NO BILLABLE	3/25/2020	0.1	\$0.00	\$0.00	KNB

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Analysis/Strategy Rev ew case notes and prepare correspondence to K Odenbre t re case status	B LLABLE	9/13/2019	0 2	\$750 00	\$150 00	REH
▶ Analysis/Strategy MET W TH ROGER RE STATUS OF CASE	B LLABLE	8/20/2019	0 1	\$175 00	\$17 50	SMB
▶ Court Mandated Conferences ATTEND FURTHER STATUS CONFERENCE AND HEAR NG ON MOTION TO COMPEL ARB TRAT ON	B LLABLE	8/1/2019	2 5	\$650 00	\$1,625 00	EEK
▶ Dispositive Motions REV EW DEFENDANT S MOT ON TO COMPEL ARB TRAT ON	B LLABLE	5/2/2019	0 8	\$550 00	\$440 00	EEK
▶ Analysis/Strategy CONFER W TH ASM AND KJO RE DEFENDANT S MOT ON TO COMPEL ARB TRAT ON	B LLABLE	5/2/2019	0 4	\$550 00	\$220 00	EEK
▶ Analysis/Strategy REV EW EMA L FROM CASE ANYWHERE AND FOLLOW UP ON STATUS OF ELECTRON C SERV CE	B LLABLE	4/22/2019	0 2	\$175 00	\$35 00	NRP

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Court Mandated Conferences ATTEND N T AL STATUS CONFERENCE	B LLABLE	3/28/2019	3 1	\$550 00	\$1,705 00	EEK
▶ Court Mandated Conferences PREPARE NOT CE OF ORDERS AFTER HEAR NG	B LLABLE	3/28/2019	0 4	\$550 00	\$220 00	EEK
▶ Court Mandated Conferences F NAL ZE SC REPORT AND EMA L EXCHANGE W TH LEE M LLER RE REPORT AND CL ENT S T ME RECORDS	B LLABLE	3/22/2019	0 5	\$550 00	\$275 00	EEK
▶ Court Mandated Conferences ATTEND N T AL STATUS CONFERENCE	B LLABLE	3/7/2019	3 5	\$550 00	\$1,925 00	EEK
▶ Pleadings PREPARE NOT CE OF ORDERS AND EMA L TO LEE M LLER ATTACH NG ORDER	B LLABLE	3/7/2019	0 6	\$550 00	\$330 00	EEK
▶ Pleadings F LE PROOF OF SERV CE OF SUMMONS.	B LLABLE	11/9/2018	0 4	\$175 00	\$70 00	DC

ITEM	STATUS	DATE ↓	HRS.	RATE	TOTAL	BILLED BY
▶ Communicate (with client) (GDM) Send Status Letter to Plaintiff Send status letter to Plaintiff, with copy of conformed complaint	BILLABLE	11/2/2018	0.1	\$175.00	\$17.50	GDM
▶ Pleadings PREPARE AND FILE NOTICE OF DEPOSIT OF JURY FEES	BILLABLE	10/30/2018	0.3	\$175.00	\$52.50	DC
▶ Pleadings REVIEW, EDIT AND FILE COMPLAINT	BILLABLE	10/19/2018	1	\$175.00	\$175.00	DC
▶ Analysis/Strategy REVIEW FILE AND UPDATE CASE PLAN	BILLABLE	10/9/2018	0.2	\$700.00	\$140.00	ARS
			154.95	\$86,843.25 USD		

EXHIBIT F

PROOF OF SERVICE
Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802

On **March 23, 2021**, I served [X] true copies [] originals of the following document described as: **DECLARATION OF KATHERINE J. ODENBREIT IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF PAGA SETTLEMENT**. The document was served on the interested parties in this action, addressed as follows:

Lee A. Miller, Esq. Ilana Kaufman, Esq. Miller Law Partners 21600 Oxnard Street, Suite 380 Woodland Hills, CA 91367	Attorney for Defendant: REDHEAD KITCHEN dba PASTA SISTERS Telephone: 818-279-6600 Facsimile: 818-279-6601 Email: IKaufman@millerlawpartners.com lmiller@millerlawpartners.com
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☒ **By electronic service:** Based on a court order, I caused the document(s) to be sent to the persons at the electronic service addresses listed above by transmission through CASE ANYWHERE.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **March 23, 2021**, at Long Beach, California.



Gilbert Martinez