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Attorneys for Plaintiff,

MARK RYCHLIK

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE, COMPLEX CIVIL CENTER

MARK RYCHLIK, an individual,

Plaintiff,

v.

DAY & NITE DOORS, INC., a California corporation; NICHOLAS ALEXANDER CHRISTY, an individual; MELANIE ANN CHRISTY, an individual; and DOES 1 through 20 inclusive,

Defendants.

Case No. 30-2021-01207960-CU-OE-CXC

Assigned to Hon. Melissa R. McCormick in
Dept. CX105

**DECLARATION OF MICHAEL D.
PIMENTEL IN SUPPORT OF MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

*[Filed concurrently with Plaintiff's
Supplemental Briefing, [Proposed] Order &
Judgment, Notice of Estimated Individual PAGA
Settlement Payment; Declaration of Jodey
Lawrence and Michael D. Pimentel]*

Date: April 2, 2026

Time: 2:00 PM

Dept.: CX105

Action Filed: June 29, 2021

Trial Date: None

DECLARATION OF MICHAEL D. PIMENTEL

I, Michael D. Pimentel, declare as follows:

1. I am an attorney for Plaintiff in this Action and a member in good standing of the State Bar of California.

2. I have personal knowledge of all facts contained in this Declaration, and if called to do so, I could and would testify thereto.

3. A true and correct copy of the October 2025 Amendment to the Settlement Agreement and Mutual Release and Second Amendment to the Settlement Agreement and Mutual Release (Settlement Agreement) is attached hereto as **Exhibit 1**.

4. A true and correct copy of the "Notice of Estimated Individual PAGA Settlement Payment" is attached hereto as **Exhibit 2**.

5. A true and correct copy of the redlined "Notice of Estimated Individual PAGA Settlement Payment" is attached hereto as **Exhibit 3**.

6. Filed concurrently herewith as a standalone document is the Revised [Proposed] Order & Judgment (the "[Proposed] Order"). The Settlement Agreement (**Exhibit 1** hereto) and the Notice (**Exhibit 2** hereto) are attached as **Exhibits 1** and **2**, respectively, to the [Proposed] Order, as directed by the Court. (Nov. 13, 2025 Order, ¶ 15; Sept. 12, 2024 Order.)

7. A true and correct copy of the redlined [Proposed] Order & Judgment is attached hereto as **Exhibit 9**.

8. True and correct copies of all written notices to the LWDA pursuant to Labor Code section 2699.3(a)(1)(A) have been consolidated and are attached hereto as **Exhibit 4**. See CX105 Guidelines, § III, ¶ 15.

9. On October 30, 2025, the prior version of this proposed settlement was submitted to the LWDA at the same time it was submitted to the Court, consistent with Section 11 of the Settlement Agreement and Labor Code section 2699(s)(2). (**Exhibit 1**, § 11.) A true and correct copy of the proof of service and the LWDA's electronic submission confirmation are attached hereto as **Exhibit 5**.

10. On March 26, 2026, the following documents were served on the LWDA electronically via the LWDA's online PAGA filing portal and by electronic mail to pagainfo@dir.ca.gov: (1) the

Supplemental Briefing; (2) the Settlement Agreement and Mutual Release and Second Amendment to the Settlement Agreement and Mutual Release (Settlement Agreement) (**Exhibit 1**); (3) the Notice of Estimated Individual PAGA Settlement Payment (**Exhibit 2**); (4) the Revised [Proposed] Order & Judgment (filed concurrently); (5) this Declaration, with **Exhibits 1** through **11**; and (6) the Declaration of Jodey Lawrence.

11. A true and correct copy of the proof of service and the LWDA's electronic submission confirmation for this March 26, 2026 submission are attached hereto as **Exhibit 10**.

12. In March 2021, Plaintiff Rychlik retained Pimentel Law, P.C. on a contingency basis, in which Pimentel Law, P.C. agreed to advance all (100%) of the litigation costs, and if no recovery was obtained on Plaintiff's behalf, the firm would be responsible for paying his costs. Accordingly, Pimentel Law, P.C. undertook the risk of receiving no compensation whatsoever for the significant amount of work that was performed on this case. As with most contingency cases, at the time that Pimentel Law, P.C. agreed to represent Plaintiff, there was no guarantee that any recovery would be obtained by way of settlement or judgment. Unlike hourly rate lawyers, who ordinarily expect and receive payment at the time the services are rendered, lawyers who take cases on a contingency must wait years before they are compensated for any work—as is the case here. Pimentel Law, P.C. has experienced a significant delay in payment, working hundreds of hours over the last four years with no payment whatsoever. Because Plaintiff's counsel takes only contingency cases, if the firm were not to receive repayment of its litigation costs and an award of fees for hours expended, such long delays in repayment of fees and costs would make it economically infeasible to undertake this type of representation considering the staffing costs and overhead required to maintain this type of practice while the firm is waiting on payment. That would result in less access to legal representation for low wage earners like the Plaintiff and Aggrieved Employees in this case.

13. Filed concurrently herewith is the Declaration of Jodey Lawrence from Phoenix Class Action Administration Solutions, which details the administrator's extensive experience, its robust data security protocols, and its sufficient insurance coverage for data breaches or fund mishandling. November 13, 2025, Order, ¶ 13; CX105 Guidelines, § III, ¶ 3(f).

14. Plaintiff's counsel's attorney's fee request is supported by a lodestar of over \$120,865 (331

hours) based on counsel's substantial work, the contingent risk undertaken, and the favorable result achieved. A true and correct copy of all hours worked by Plaintiff's counsel is attached hereto as **Exhibit 6**. See also Decl. of Gabriel J. Pimentel ISO Plaintiff's Amended Motion for Approval of PAGA Settlement (filed Jan. 9, 2025) (ROA # 125).

15. Pimentel Law, P.C. actually incurred \$8,140.99 in total litigation costs in prosecuting this suit on behalf of the Aggrieved Employees. A true and correct copy of all litigation expenses incurred to date is attached hereto as **Exhibit 7**. The revised cost request is \$4,805.76 (the original \$7,500.00 cost cap, less \$1,244.33 in postage and copying charges and \$1,449.91 in "miscellaneous expenses — Priority Responsibility," which are withdrawn) pursuant to the Court's November 13, 2025, Order, ¶ 7. See also CX105 Guidelines, § III, ¶¶ 3(d), 5.

16. Over the past four years, the various attorneys working on this case propounded written discovery, consisting of document demands, special interrogatories and form interrogatories, which required meet and confer efforts to obtain supplemental responses. Plaintiff also responded to document demands, special interrogatories, and form interrogatories propounded by Defendants. In total, the Parties each exchanged one set of discovery requests and one set of discovery responses. Sept. 12, 2024, Tentative, ¶ 10. Further, Plaintiff's counsel has taken three recorded witness interviews and two depositions, reviewed and analyzed 3,311 pages of documents produced by the defense, plus hundreds of additional pages of materials provided by Plaintiff, and reviewed and/or responded to over 600 emails in this Action. Finally, the Parties extensively prepared for and attended a full-day mediation and, throughout this litigation, have exchanged six meet and confer letters.

17. The attorneys who have worked on this case include Yesenia Rodriguez (associate), Kelly Hatfield (associate), Bruce Murray (associate), Michael D. Pimentel (associate), Jenna M. Koleson (former associate), and Gabriel J. Pimentel (principal).

18. My rate for legal services is \$350 per hour. I have engaged in the practice of wage and hour litigation, including representative actions, and my practice is primarily in the area of representative wage and hour litigation. I regularly attend conferences, seminars, and courses offered by plaintiff attorney organizations and stay informed on new developments in the field of employment law through various online subscriptions and publications.

1 19. The attorneys at Pimentel Law, P.C. have substantial litigation experience. Attorneys at the
2 firm have second chaired and first chaired PAGA wage and hour cases in the Los Angeles County
3 Superior Court and other courts throughout California. Attorneys at the firm have taken numerous
4 depositions in employment law cases, as well as conducted numerous mediations and settlement
5 conferences. They have also drafted and argued numerous motions, including summary judgment and
6 motions to compel discovery.

7 20. Accordingly, an award of 25% of the Gross Settlement Amount represents a negative
8 multiplier of approximately 0.27 and is exceptionally modest. The Second Amendment to
9 the Settlement Agreement and Mutual Release (**Exhibit 1**, ¶ 3(b)) now reflects this
10 consistent 25% request. As stated therein, (Exhibit 1, ¶ 3(b)), there is no fee-splitting arrangement with
11 any other counsel. Sept. 12, 2024, Tentative, ¶ 8.

12 21. We sought bids from two settlement administrators, Simpluris and Phoenix, and chose the
13 lowest bid. True and correct copies of the bids have been consolidated and are attached hereto as
14 **Exhibit 8**.

15 22. I have made reasonable inquiry and am not aware of any class, representative, or other
16 collective action in any other court that asserts claims similar to those asserted in the case being settled.
17 Sept. 12, 2024, Tentative, ¶ 17; CX105 Guidelines, § III, ¶ 14.

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

20 Dated: March 26, 2026

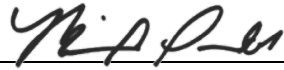
21 By: 
22 Michael D. Pimentel
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EXHIBIT 1

SECOND AMENDMENT TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Second Amendment to the Settlement Agreement and Mutual Release (the “Amendment”) is entered into by and between Plaintiff MARK RYCHLIK (“Plaintiff”) and Defendants DAY & NITE DOORS, INC., NICHOLAS ALEXANDER CHRISTY, and MELANIE ANN CHRISTY (“Defendants”).

WHEREAS, the Parties previously executed a Settlement Agreement in February 2024, a Revised Settlement Agreement in January 2025, and a subsequent “Amendment to the Settlement Agreement” in October 2025 to resolve the action entitled *Rychlik v. Day & Nite Doors, Inc., et al.*, Case No. 30-2021-01207960;

WHEREAS, the Court issued a Tentative Ruling on November 13, 2025, requesting various modifications to the terms of the settlement;

NOW, THEREFORE, the Parties agree to amend the October 2025 Amendment to the Settlement Agreement as follows:

Removal of Reference to Individual Settlement: Plaintiff’s individual settlement is hereby severed from this PAGA Settlement Agreement. Paragraph 2 of the Agreement is amended to delete the following sentences in their entirety:

“Separately, and apart from the Gross Settlement Amount, ten thousand dollars (\$10,000.00) will be paid to Plaintiff to resolve his individual claims. Thus, in total, Defendants will pay \$140,000 to resolve the entire Action.”

The Gross Settlement Amount for this PAGA Settlement remains exactly one hundred thirty thousand dollars (\$130,000.00).

Attorneys’ Fees: Paragraph 3(b) of the Agreement is hereby deleted and replaced in its entirety with the following to reflect a reduced request for attorney’s fees in the amount of 25% of the Gross Settlement Amount:

“b. **Plaintiff’s Counsel’s Fees.** Defendants will not oppose Plaintiff’s request for attorneys’ fees up to 25% of the Gross Settlement Amount, i.e., up to thirty-two thousand and five hundred dollars (\$32,500.00) (the “Attorneys’ Fees Amount”). In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. If the Court believes the attorneys’ fees and/or costs should be reduced, the other terms of this Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. There is no fee-splitting arrangement with any other counsel.”

Plaintiff’s Counsel’s Costs: Paragraph 3(c) of the Agreement is hereby deleted and replaced in its entirety with the following to reflect the Court’s disallowance of postage, copying, and miscellaneous expenses:

“c. Plaintiff’s Counsel’s Costs. The litigation costs for Plaintiff’s counsel shall be up to four thousand eight hundred and five dollars and seventy-six cents (\$4,805.76).”

Allocation of Net Settlement Amount: Paragraph 3(e) of the Agreement is hereby deleted and replaced in its entirety with the following to reflect the updated Net PAGA Fund calculations based on the adjusted fees and costs:

“e. Allocation of Net Settlement Amount. The net amount (the “Net PAGA Fund”) left after deducting attorneys’ fees, litigation costs, and administration expenses is ninety thousand forty-four dollars and twenty-four cents (\$90,044.24), of which 75% (sixty-seven thousand five hundred thirty-three dollars and eighteen cents (\$67,533.18)) shall be paid to the LWDA, on the payment plan set forth below, and the remaining 25% (twenty-two thousand five hundred eleven dollars and six cents (\$22,511.06)) shall be paid to the thirty-three (33) Aggrieved Employees based on their pay periods worked as a percentage of all the pay periods worked by all the Aggrieved Employees during the PAGA Period.

Further, Paragraph 3(e)(i) of the Agreement is hereby deleted and replaced in its entirety with the following to reflect the updated high, low, and average payments to aggrieved employees, due to the change in the Net PAGA Fund as a result in the reduction of Plaintiff’s Counsel’s Fees:

“(i) The high, low, and average number of pay periods worked by the aggrieved employees are 195, 1, and 42.54, respectively. Thus, the anticipated high, low, and average payments to employees are \$3,125.85, \$16.03, and \$681.92, respectively. ($\$22,511.06 / 1404$ Pay Periods = \$16.03 average payment per pay period)”

PAGA Released Claims: Paragraph 3(g) of the Agreement is hereby deleted and replaced in its entirety with the following to correctly define the claims and remove the secondary release language as ordered by the Court:

“g. PAGA Released Claims. Once the settlement is fully funded, all Aggrieved Employees will release any and all PAGA Released Claims against the Defendants that arose during the PAGA Period. “PAGA Released Claims” are defined as all claims for civil penalties under PAGA (Labor Code §§ 2698, et seq.) based upon the facts and theories alleged in the Complaint filed by Plaintiff in this Action during the PAGA Period.”

Payment Schedule: Because the individual settlement is no longer part of this Agreement, Paragraph 4 of the Agreement is hereby deleted and replaced in its entirety with the following to reflect the \$130,000.00 Gross Settlement Amount:

“4. Payment Schedule. The Gross Settlement Amount shall be paid on a payment plan as follows:

- (i) Ten thousand dollars (\$10,000.00) shall be paid to the Settlement Administrator within seven (7) days of the Court granting approval of the PAGA settlement;
- (ii) Five thousand dollars (\$5,000.00) per month shall then be paid by Defendants to the Settlement Administrator for fifteen (15) consecutive months thereafter, by the fifteenth day of each month, at which time eighty-five thousand dollars (\$85,000.00) shall be funded;
- (iii) Two thousand five hundred dollars (\$2,500.00) per month shall be paid thereafter by Defendants to the Settlement Administrator until the remaining forty-five thousand dollars (\$45,000.00) of the Gross Settlement Amount has been fully funded (i.e., after eighteen (18) additional months)."

Disbursement Timetable: Paragraph 5 of the Agreement is hereby deleted and replaced in its entirety with the following to ensure *pro rata* distributions as directed by the Court, and to remove any reference to the severed individual settlement:

"5. Settlement Administration and Disbursement of Funds. The Parties agree to use Phoenix Class Action to handle the administration of this Settlement.

The Settlement Administrator shall disburse the funds on the following timetable:

- (i) First Disbursement: A disbursement shall take place after eighty-five thousand dollars (\$85,000.00) has been funded. That disbursement shall be made *pro rata* to Plaintiff's counsel (for approved attorneys' fees and litigation costs), the Settlement Administrator (for approved administration costs), and the Labor and Workforce Development Agency (for the State's portion of the Net PAGA Fund), in proportion to the amounts each is otherwise entitled to receive under this Agreement. Any portion allocated to Aggrieved Employees (representing twenty-five percent (25%) of the Net PAGA Fund) shall be distributed to Aggrieved Employees *pro rata* in accordance with the allocation methodology set forth in this Agreement.
- (ii) Second Disbursement: After Defendants fund an additional \$22,500.00 (approximately nine months of payments at \$2,500 per month), the Settlement Administrator will make a second *pro rata* disbursement of \$22,500.00 using the same allocation percentages.

- (iii) Third Disbursement: After Defendants fund the final \$22,500.00 (approximately nine additional months), the Settlement Administrator will make a third and final pro rata disbursement of \$22,500.00.”

Attorney’s Fees and Costs (Unnamed Employees): Paragraph 20 of the Agreement is hereby amended to replace the word “extend” with “apply”. The second sentence of Paragraph 20 shall now read:

“This provision does not apply to any unnamed aggrieved employees.”

All other terms, conditions, and provisions of the October 2025 “Amendment to the Settlement Agreement” shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set forth below their respective signatures.

MARK RYCHLIK

Mar 26, 2026

Date

Mark Rychlik

Mark Rychlik (Mar 26, 2026 17:04:50 PDT)

Signature

DAY & NITE DOORS, INC.

Date

Signature of Representative

Name and Title of Representative

NICHOLAS ALEXANDER CHRISTY

Date

Signature

MELANIE ANN CHRISTY

Date

Signature

APPROVED AS TO FORM ONLY :

PIMENTEL LAW, P.C.

Date

Gabriel J. Pimentel
Michael D. Pimentel, Attorneys for Plaintiff

LAW OFFICES OF THOMAS F. NOWLAND

Date

Thomas F. Nowland
Daniel A. Brodnax
Kevin H. Ngai, Attorneys for Defendants

Second Amendment to the Settlement Agreement and Mutual Release clean (LoTN 3.19.26)

Final Audit Report

2026-03-27

Created:	2026-03-27
By:	Viktoria Baklan (vab@pimentellaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjxYUsBa7ZQrI4sksENdLldLmrjzyvbft

"Second Amendment to the Settlement Agreement and Mutual Release clean (LoTN 3.19.26)" History

 Document created by Viktoria Baklan (vab@pimentellaw.com)

2026-03-27 - 0:00:25 AM GMT

 Document emailed to bigggdream@gmail.com for signature

2026-03-27 - 0:00:28 AM GMT

 Email viewed by bigggdream@gmail.com

2026-03-27 - 0:00:54 AM GMT

 Signer bigggdream@gmail.com entered name at signing as Mark Rychlik

2026-03-27 - 0:04:48 AM GMT

 Document e-signed by Mark Rychlik (bigggdream@gmail.com)

Signature Date: 2026-03-27 - 0:04:50 AM GMT - Time Source: server

 Agreement completed.

2026-03-27 - 0:04:50 AM GMT

AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Amendment to the Mutual Release and Settlement Agreement (the “Agreement”) is hereby entered into by and between Plaintiff MARK RYCHLIK (hereinafter “Plaintiff”) and Defendants DAY & NITE DOORS, INC., NICHOLAS ALEXANDER CHRISTY, and MELANIE ANN CHRISTY (hereinafter collectively “Defendants”) with respect to the matter set forth below. Plaintiff and Defendants are collectively referred to hereinafter as the “Parties.” This agreement is effective as of the final signature affixed below (the “Effective Date”).

RECITALS

WHEREAS, on June 29, 2021, Plaintiff brought an action (hereinafter the “Action”) against Defendants in the Superior Court of the State of California, County of Orange, Case No. 30-2021-01207960, alleging Failure to Indemnify for Necessary Expenditures, Failure to Pay Minimum Wage, Failure to Pay Overtime, Failure to Furnish Compliant Wage Statements and Maintain Accurate Pay Records, Failure to Provide Meal Periods, Failure to Provide Rest Periods, Failure to Timely Pay Wages, Willful Failure to Pay Wages, Civil Penalties under Labor Code section 2698, and Unfair Competition;

WHEREAS, the Parties engaged in formal discovery prior to mediation. In response to Plaintiff’s counsel’s discovery requests, Defendants provided Plaintiff’s Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees and the claims in the Action in order for Plaintiff’s Counsel to investigate Plaintiff’s allegations and value the PAGA claim;

WHEREAS, on October 19, 2023, the Parties participated in an all-day mediation before mediator Craig Ackerman. Even though the matter did not resolve on that day, with the further assistance of Mr. Ackerman, the Parties agreed to fully and finally resolve, subject to Court approval, the PAGA Released Claims as to Plaintiff and the Aggrieved Employees; and

WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

OPERATIVE TERMS OF THE SETTLEMENT AGREEMENT

1. Non-Admission. Nothing in this Settlement shall be construed to be an admission by Plaintiff that their claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees or any other person, and Defendant specifically disclaims any such liability or wrongdoing. 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.

2. Gross Settlement Amount. In exchange for a complete and full release of all PAGA claims brought against it in this Action, Defendants will pay the sum of one hundred thirty thousand dollars (\$130,000.00) as a settlement in full of this dispute, inclusive of any interest (the “Gross Settlement Amount”). Separately, and apart from the Gross Settlement Amount, ten thousand dollars (\$10,000.00) will be paid to Plaintiff to resolve his individual claims. Thus, in total, Defendants will pay \$140,000 to resolve the entire Action.

3. Net Settlement Amount. The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. Aggrieved Employees. All current and former employees of Defendants who worked as non-exempt employees at any time between April 14, 2020, and October 19, 2023, in California.

b. Plaintiff's Counsel's Fees. Defendants will not oppose Plaintiff's request for attorneys' fees up to 30% of the Gross Settlement Amount, i.e., up to thirty-nine thousand dollars (\$39,000.00) (the "Attorneys' Fees Amount"). In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). If the Court believes the attorneys' fees and/or costs should be reduced, the other terms of this Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. There is no fee-splitting arrangement with any other counsel.

c. Plaintiff's Counsel's Costs. The litigation costs for Plaintiff's counsel shall be up to seven thousand five hundred dollars (\$7,500.00).

d. Administration Costs. The settlement administration costs shall be up to two thousand six hundred fifty dollars (\$2,650.00), and the Settlement Administrator shall be jointly selected by the Parties. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount.

e. Allocation of Net Settlement Amount. The net amount (the "Net PAGA Fund") left after deducting attorneys' fees, litigation costs, administration expenses, and the individual settlement is eighty thousand eight hundred fifty dollars (\$80,850.00), of which 75% (sixty thousand six hundred thirty-seven dollars and fifty cents (\$60,637.50)) shall be paid to the LWDA, on the payment plan set forth below, and the remaining 25% (twenty thousand two hundred twelve dollars and fifty cents (\$20,212.50)) shall be paid to the Aggrieved Employees *pro rata* based on their pay periods worked as a percentage of all the pay periods worked by all the Aggrieved Employees during the PAGA Period.

(i) The high, low, and average number of pay periods worked by the aggrieved employees are 195, 1, and 42.54, respectively. Thus, the anticipated high, low, and average payments to employees are \$2,808.00, \$14.40, and \$612.00, respectively. (\$20,212.50 / 1404 Pay Periods = \$14.40 average payment per pay period)

f. PAGA Period. Defendants represent that, for the period from April 14, 2020, until October 19, 2023 (the "PAGA Period"), Defendants employed a total of thirty-three (33) current and former hourly paid employees who constitute the "Aggrieved Employees".

g. PAGA Released Claims. Once the settlement is fully funded, all Aggrieved Employees will release any and all PAGA Released Claims against the Defendants that arose during the PAGA Period. Upon the completion of the settlement payments, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Defendants.

4. Payment Schedule. The Settlement Amount shall be paid on a payment plan as follows:

- (i) Ten thousand dollars (\$10,000.00) shall be paid directly to Plaintiff, by check or direct deposit to **9663 Santa Monica Blvd. #123 Beverly Hills, CA 90210** within seven (7) days of the Court granting approval of the PAGA settlement.
- (ii) Ten thousand dollars (\$10,000.00) shall be paid to the settlement administrator within (7) days of the Court granting approval of the PAGA settlement;
- (iii) Five thousand dollars (\$5,000.00) per month shall then be paid by Defendants to the Settlement Administrator for fifteen (15) consecutive months thereafter, by the fifteenth day of each month at which time eighty-five thousand dollars (\$85,000.00) shall be funded, including the seventy-nine thousand three hundred sixty-two (\$69,362.50) which excludes the sixty-thousand six hundred thirty-seven dollars and fifty cents (\$60,637.50) portion to be paid to the State
- (iv) Two thousand five hundred dollars (\$2,500.00) per month shall be paid thereafter to the Settlement Administrator, and through it, to the State of California, until the remainder of the sixty-thousand six hundred thirty-seven dollars and fifty cents (\$60,637.50) to the State, that is thirty-five thousand dollars (\$35,000.00) has been fully paid (i.e., after 18 additional months).

ADMINISTRATION OF SETTLEMENT

- 5. Settlement Administrator.** The Parties agree to use Phoenix Class Action to handle the administration of this Settlement.

The Settlement Administrator shall disburse the funds on the following timetable:

- (i) A disbursement shall take place after seventy thousand dollars (\$70,000.00) has been funded (including the ten thousand dollar, \$10,000.00, initial disbursement and not including the ten thousand dollars, \$10,000, paid directly to Plaintiff), and shall be for: Payments to the Aggrieved Employees for their 25% of the Net PAGA Fund (i.e., twenty thousand two hundred twelve dollars and fifty cents, \$20,212.50); Payment of Plaintiff's counsel's attorneys' fees and litigation costs (i.e., forty-six thousand five hundred dollars, \$46,500.00); and Payment of the Settlement Administrator costs (i.e., two thousand six hundred fifty dollars, \$2,650.00). The remainder of the seventy thousand dollars (\$70,000.00), equating to six hundred thirty-seven dollars and fifty cents (\$637.50), shall be put toward the State's portion of the Net PAGA Fund and disbursed to the State.
- (ii) The Settlement Administrator shall thereafter make monthly disbursements to the State until the remainder of the State's portion of the Net PAGA Fund has been disbursed to the State.

6. Explanatory Letter Regarding PAGA Payments. The Aggrieved Employees shall receive a letter explaining briefly why they are receiving a check for PAGA payments, with the form and content to be approved by the Parties.

7. Tax Consequences. All of the payments contemplated herein shall be treated and reported on an IRS 1099 basis. Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for the Parties, make any representations or warranties with respect to tax consequences of any payment under this Settlement.

8. Provision of Information for Aggrieved Employees. Within ten (10) business days after the Effective Date, Defendant shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, total pay periods worked during the PAGA Period and/or dates of employment, and Social Security number. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within seven (7) business days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

9. Individual PAGA Payments. Within two (2) business days of receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English, along with Individual PAGA Payments to all Aggrieved Employees via regular First Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section 3(e), *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with an explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099.

10. Undeliverable Notices. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing.

Defendant fully discharges its obligations to those Aggrieved Employees to whom they will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the State Controller's Office under the unclaimed property fund laws in the names of the Aggrieved Employees to whom the checks were issued.

MISCELLANEOUS PROVISIONS

11. Further Acts. The Parties shall execute and deliver all documents and perform all further acts or assist in the performance of such acts that may be reasonably necessary to effectuate the provisions of this Agreement.

The proposed settlement will be submitted to the Labor and Workforce Development Agency at the same time it is submitted to the court per Labor Code § 2699(s)(2).

12. Mutual Release by Plaintiff and Defendants of All Claims. Except for the rights and obligations created or reserved herein, the Parties for themselves and their successors, representatives, predecessors, assigns, parent companies, affiliated companies, subsidiaries, officers, directors, employees (past and present), partners, agents, servants, shareholders, accountants, insurers, and attorneys, (collectively "**Releasing Parties**") hereby release, acquit, and forever discharge all other Parties and their successors, representatives, predecessors, assigns, parent companies, affiliated companies, subsidiaries, officers, directors, employees (past and present), partners, agents, servants, shareholders, accountants, insurers, and attorneys, and each of them, past, present and future, (collectively "**Released Parties**") from any and all actions, causes of action, claims, judgments, obligations, damages, and liabilities of whatsoever kind and character, whether known or unknown and whether suspected or unsuspected, including, but not limited to, any claims arising from, or related to the Action ("**Released Claims**").

13. Plaintiff's California Civil Code Section 1542 Waiver. Plaintiff acknowledges that he is familiar with and understand *California Civil Code* Section 1542, which provides as follows:

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

Plaintiff hereby waives any benefit he has under Section 1542 of the *California Civil Code*, and under any and all similar provisions contained in the law of any and all other jurisdictions, within and without of the United States, to the full extent that he may lawfully waive such rights and benefits. In that regard, Plaintiff acknowledges that he is aware that he may hereafter discover facts in addition to or different from those which he now knows or believes to exist with respect to the subject matter of this Agreement, but that he nevertheless

intends to fully, finally, and forever settle and release all Released Claims, known or unknown, suspected or unsuspected, which now exist or may exist hereafter against the Released Parties.

Notwithstanding the above nor anything else in this Agreement, this waiver and release does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims arising out of this Agreement after the date this Agreement is executed by Plaintiff and (iii) rights or claims arising out of this Agreement. The Agreement in no way affects Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.

14. Representations. Plaintiff represents and warrants that he has the full power and actual authority to enter into this Agreement and that he has not transferred, sold, or assigned any of the Released Claims or any portion of or interest in any such claims, to any other person or entity. Plaintiff further represents that he has had the opportunity to have counsel explain the contents of this Agreement and that he executed it knowingly and voluntarily and understands that after executing it, he cannot proceed against any Released Party on account of the matters referred to herein.

15. Mutual Non-Disparagement. Plaintiff expressly agrees he shall not make any disparaging comments about Defendants, its owners, agents, or current or former employees to any third party. Defendants expressly agree that they and Defendants' owners, managers, and officers shall not make any disparaging comments about Plaintiff. The agreement set forth in this section shall not apply to responses to any governmental agency or court inquiries, or testimony under oath.

16. Neutral Reference. Defendants agree that if they receive a request for an employment reference from a prospective employer of Plaintiff, Defendants shall only provide a neutral reference to the prospective employer with information regarding Plaintiff's dates of employment and job titles.

17. Applicable Law. This Agreement shall be construed and governed by the laws of the State of California, and the Superior Court for the State of California, County of Orange shall retain jurisdiction over the parties to enforce the Agreement until performance of this Agreement has been completed in full, pursuant to California *Code of Civil Procedure* Section 664.6.

18. Severability. In case any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Furthermore, any provision found to be invalid, illegal, or unenforceable shall be deemed, without further action on the part of the Parties hereto, to be modified, amended, and/or limited to the minimum extent necessary to render such clauses and/or provisions valid and enforceable.

19. Waiver. A waiver by any one Party of a breach of any provision of this Agreement by another Party shall not operate or be construed as a waiver of any subsequent breach by any Party.

20. Attorney's Fees and Costs. In the event of litigation concerning the terms or obligations of this Agreement, the prevailing party in any such litigation shall be entitled to recovery of its reasonable attorney's fees and costs. This provision does not extend to any unnamed aggrieved employees.

21. Entirety of Agreement. This is the entire agreement of the Parties on this subject. No Party is entering into this Agreement in reliance upon any oral or written promises, representations, or understandings other than those contained in this Agreement. The terms of this Agreement may not be amended or modified in any respect whatsoever except by a writing duly executed by the Parties, and the Parties agree that they shall make no claim(s) at any time that this Agreement orally amended or modified.

22. Neutral Construing. This Agreement is the product of negotiations and was drafted by all Parties; therefore, it shall not be construed in favor of any particular party, but shall be construed neutrally and by the plain meaning of the language.

23. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Parties have signed the same document. All counterparts will be construed together and will constitute one agreement. Facsimile, PDF, or electronic signatures shall be given the same legal effect as original signatures.

24. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arms-length negotiations by experienced counsel and with the assistance of an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set forth below their respective signatures.

MARK RYCHLIK

Date

Signature

10/30/2025

Date

DAY & NITE DOORS, INC.

DocuSigned by:

6762E02B6AA54B4...

Signature of Representative

Nicholas A. Christy

Name and Title of Representative

NICHOLAS ALEXANDER CHRISTY

10/30/2025

Date

DocuSigned by:
Nicholas A. Christy
Signature

MELANIE ANN CHRISTY

10/30/2025

Date

DocuSigned by:
Melanie A. Christy
Signature

APPROVED AS TO FORM ONLY :

PIMENTEL LAW, P.C.

10/30/2025

Date

Jenna M. Koleson
Gabriel J. Pimentel
Jenna M. Koleson, Attorney for Plaintiff

LAW OFFICES OF THOMAS F. NOWLAND

10/30/25

Date

Kevin H. Ngai
Thomas F. Nowland
Daniel A. Brodnax
Kevin H. Ngai, Attorney for Defendants

19. **Waiver.** A waiver by any one Party of a breach of any provision of this Agreement by another Party shall not operate or be construed as a waiver of any subsequent breach by any Party.

20. **Attorney's Fees and Costs.** In the event of litigation concerning the terms or obligations of this Agreement, the prevailing party in any such litigation shall be entitled to recovery of its reasonable attorney's fees and costs. This provision does not extend to any unnamed aggrieved employees.

21. **Entirety of Agreement.** This is the entire agreement of the Parties on this subject. No Party is entering into this Agreement in reliance upon any oral or written promises, representations, or understandings other than those contained in this Agreement. The terms of this Agreement may not be amended or modified in any respect whatsoever except by a writing duly executed by the Parties, and the Parties agree that they shall make no claim(s) at any time that this Agreement orally amended or modified.

22. **Neutral Construing.** This Agreement is the product of negotiations and was drafted by all Parties; therefore, it shall not be construed in favor of any particular party, but shall be construed neutrally and by the plain meaning of the language.

23. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties have signed the same document. All counterparts will be construed together and will constitute one agreement. Facsimile, PDF, or electronic signatures shall be given the same legal effect as original signatures.

24. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arms-length negotiations by experienced counsel and with the assistance of an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set forth below their respective signatures.

MARK RYCHLIK

Oct 30, 2025

Date


[Mark Rychlik \(Oct 30, 2025 15:10:28 PDT\)](#)

Signature

DAY & NITE DOORS, INC.

Amendment to the Settlement Agreement and Mutual Release (10.28.25)

Final Audit Report

2025-10-30

Created:	2025-10-29
By:	Viktoria Baklan (vab@pimentellaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu0crdKI8X1TcMOYBIBTI7nM59LCQaNr5

"Amendment to the Settlement Agreement and Mutual Release (10.28.25)" History

 Document created by Viktoria Baklan (vab@pimentellaw.com)

2025-10-29 - 9:14:57 PM GMT

 Document emailed to bigggdream@gmail.com for signature

2025-10-29 - 9:15:01 PM GMT

 Email viewed by bigggdream@gmail.com

2025-10-30 - 1:46:19 AM GMT

 Signer bigggdream@gmail.com entered name at signing as Mark Rychlik

2025-10-30 - 10:10:26 PM GMT

 Document e-signed by Mark Rychlik (bigggdream@gmail.com)

Signature Date: 2025-10-30 - 10:10:28 PM GMT - Time Source: server

 Agreement completed.

2025-10-30 - 10:10:28 PM GMT

EXHIBIT 2

NOTICE OF ESTIMATED INDIVIDUAL PAGA SETTLEMENT PAYMENT
SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE

MARK RYCHLIK, an individual,

Plaintiff,

vs.

DAY & NITE DOORS, INC., a California corporation; NICHOLAS ALEXANDER CHRISTY, an individual; MELANIE ANN CHRISTY, an individual; and DOES 1 through 20 inclusive,

Case No. 30-2021-01207960-CU-OE-CXC

Assigned to Hon. Melissa R. McCormick in
Dept.: CX-105

**NOTICE OF ESTIMATED INDIVIDUAL
PAGA SETTLEMENT PAYMENT**

TO AGGRIEVED EMPLOYEE <NAME>:

A. YOUR SETTLEMENT AMOUNT.

You have received this Notice because you are an Aggrieved Employee in this Private Attorney General Act (“PAGA”) Action, *Mark Rychlik v. Day & Nite Doors, Inc., et al.*; Orange County Case No. 30-2021-01207960-CU-OE-CXC (the “Action”), which authorizes “Aggrieved Employees” to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for Labor Code violations committed by their employer. You are an Aggrieved Employee if, at any time from April 14, 2020, to October 19, 2023 (the “PAGA Period”) you were employed as a non-exempt employee in California by Day & Nite Doors, Inc. **All Aggrieved Employees will be paid a *pro rata* share of the PAGA penalties allocated for this Settlement.**

In this Action, Plaintiff alleged Defendants violated California labor laws by failing to indemnify necessary expenditures, pay minimum and overtime wages at the correct rates, authorize and permit meal and rest breaks, timely pay final wages at termination, properly maintain required records, and provide accurate itemized wage statements; willfully failing to pay wages; and engaging in unfair and unlawful business practices.

The Gross Settlement Amount is \$130,000, which will be allocated as follows: The net amount (the “Net PAGA Fund”) left after deducting attorneys’ fees, litigation costs, and administration expenses is ninety thousand forty-four dollars and twenty-four cents (\$90,044.24), of which 75% (sixty-seven thousand five hundred thirty-three dollars and eighteen cents (\$67,533.18)) shall be paid to the LWDA, on the payment plan set forth below, and the remaining 25% (twenty-two thousand five hundred eleven dollars and six cents (\$22,511.06)) shall be paid to the thirty-three (33) Aggrieved Employees based on their pay periods worked as a percentage of all the pay periods worked by all the Aggrieved Employees during the PAGA Period; \$32,500 to PAGA Counsel, Pimentel Law, P.C., for payment of attorneys’ fees; \$4,805.76 for reimbursement of Plaintiff’s litigation costs; and \$2,650 for payment of settlement administration fees.

The Gross Settlement Amount shall be paid on a payment plan as follows:

Ten thousand dollars (\$10,000.00) shall be paid to the Settlement Administrator within seven (7) days of the Court granting approval of the PAGA settlement;

Five thousand dollars (\$5,000.00) per month shall then be paid by Defendants to the Settlement Administrator for fifteen (15) consecutive months thereafter, by the fifteenth day of each month, at which time eighty-five thousand dollars (\$85,000.00) shall be funded;

Two thousand five hundred dollars (\$2,500.00) per month shall be paid thereafter by Defendants to the Settlement Administrator until the remaining forty-five thousand dollars (\$45,000.00) of the Gross Settlement Amount has been fully funded (i.e., after eighteen (18) additional months).”

Under the terms of the Settlement, you are entitled to receive a settlement payment in the amount of <AMOUNT> after the Court approves the Settlement. Aggrieved Employees receive a pro rata portion based on their pay periods worked as a percentage of all the pay periods worked by all the Aggrieved Employees during the PAGA Period. Your percentage split of the penalties was calculated by taking the number of pay periods you worked during the PAGA Period and then dividing that by the aggregate number of pay periods all 33 Aggrieved Employees collectively worked.

The release provisions of the Settlement Agreement are as follows:

Once the settlement is fully funded, all Aggrieved Employees will release any and all PAGA Released Claims against the Defendants that arose during the PAGA Period. ‘PAGA Released Claims’ are defined as all claims for civil penalties under PAGA (Labor Code §§ 2698, et seq.) based upon the facts and theories alleged in the Complaint filed by Plaintiff in this Action during the PAGA Period.

B. TO RECEIVE MONEY FROM THE SETTLEMENT YOU DO NOT NEED TO TAKE ANY ACTION.

You do not need to take any further action to be eligible for a Settlement Payment. A Settlement Payment will be mailed to you after the Settlement goes into effect.

The release and discharge of the PAGA Released Claims is not contingent upon Aggrieved Employees negotiating the settlement checks. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees’ rights to pursue PAGA Released Claims are extinguished by operation of law. Thus, even if you do not cash your check, you will be bound by the release.

All payments made under this Settlement will be treated and reported on an IRS 1099 basis in which the Individual PAGA Payments will be fully attributed as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee.

GETTING MORE INFORMATION

C. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys for Plaintiff & the

Aggrieved Employees are:

Pimentel Law, P.C.

Gabriel J. Pimentel, Esq.

Michael D. Pimentel, Esq.

30 North Raymond Ave, Suite 211

Pasadena, California 91103

Phone: (626) 765-6505

Attorneys for Defendants are:

Law Offices of Thomas F. Nowland

Thomas F. Nowland, Esq.

Daniel A. Brodnax, Esq.

Kevin H. Ngai, Esq.

20241 SW Birch St., Suite 203

Newport Beach, CA 92660

Phone: (949) 221-0005

D. SETTLEMENT ADMINISTRATION

Settlement Administrator:

Phoenix Class Action Administration Solutions

Jodey Lawrence

Phone: (800) 523-5773

Email: Jodey@phoenixclassaction.com

E. HOW CAN I GET MORE INFORMATION?

If you need more information or have questions, you may:

- Contact the Settlement Administrator (see contact information listed above).
- Access the Court's electronic case file with the following steps: (i) Go to [Case Access | Superior Court of California | County of Orange \(occourts.org\)](https://www.courtsofcalifornia.org/civil-case-and-document-access) (ii) Click on the "Civil Case and Document Access" option; (iii) type "30-2021-01207960-CU-OE-CXC" in the "Case Number" field and (iv) once on the case page, you can view the schedule of upcoming hearings and other information about the case. **PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.**
- Access the Settlement Administrator's website for this case: Rychlik-v-Day&NiteDoors.phoenixcases.com. Key case documents (including the Order and Judgment) will be posted on the website, and Judgment will be posted on the website for at least 180 days.

EXHIBIT 3

~~NOTICE OF INDIVIDUAL PAGA SETTLEMENT PAYMENT~~
NOTICE OF ESTIMATED
INDIVIDUAL PAGA SETTLEMENT PAYMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE

MARK RYCHLIK, an individual,

Plaintiff,

vs.

~~DAY & NITE DOORS, INC., a California corporation; NICHOLAS ALEXANDER CHRISTY, an individual; MELA ANNAANN CHRISTY, an individual; and DOES 1 through 20 inclusive;~~
DAY & NITE DOORS, INC., a California corporation; NICHOLAS ALEXANDER CHRISTY, an individual; MELANIE ANN CHRISTY, an individual; and DOES 1 through 20 inclusive.

Case No. 30-2021-01207960-CU-OE-CXC

~~Assigned n. Melissa R. McCormick in Dept. CX-105~~
Assigned to Hon. Melissa R. McCormick in Dept.: CX-105

~~NOTICE OF INDIVIDUAL PAGA
SETTLEMENT PAYMENT~~
NOTICE OF
ESTIMATED INDIVIDUAL PAGA
SETTLEMENT PAYMENT

TO AGGRIEVED EMPLOYEE <NAME>:

A. ~~A.YOUR SETTLEMENT AMOUNT.~~ YOUR SETTLEMENT AMOUNT.

~~You have received this Notice because you are an Aggrieved Employee in this Private Attorney General Act (“PAGA”) Action, which authorizes “Aggrieved Employees” to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for Labor Code violations committed by their employer. You are an Aggrieved Employee if, at any time from April 14, 2020, to October 19, 2023 (the “Covered Time Period”) you were employed in California by Day & Nite Doors, Inc. All Aggrieved Employees will be paid a pro rata share of the PAGA penalties allocated for this Settlement. You have received this Notice because you are an Aggrieved Employee in this Private Attorney General Act (“PAGA”) Action, *Mark Rychlik v. Day & Nite Doors, Inc., et al.*; Orange County Case No. 30-2021-01207960-CU-OE-CXC (the “Action”), which authorizes “Aggrieved Employees” to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for Labor Code violations committed by their employer. You are an Aggrieved Employee if, at any time from April 14, 2020, to October 19, 2023 (the “PAGA Period”) you were employed as a non-exempt employee in California by Day & Nite Doors, Inc. All Aggrieved Employees will be paid a pro rata share of the PAGA penalties allocated for this Settlement.~~

You have received this Notice because you are an Aggrieved Employee in this Private Attorney General Act (“PAGA”) Action, *Mark Rychlik v. Day & Nite Doors, Inc., et al.*; Orange County Case No. 30-2021-01207960-CU-OE-CXC (the “Action”), which authorizes “Aggrieved Employees” to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for Labor Code violations committed by their employer. You are an Aggrieved Employee if, at any time from April 14, 2020, to October 19, 2023 (the “PAGA Period”) you were employed as a non-exempt employee in California by Day & Nite Doors, Inc. All Aggrieved Employees will be paid a pro rata share of the PAGA penalties allocated for this Settlement.

In this Action, Plaintiff alleged Defendants violated California labor laws by failing to indemnify necessary expenditures, pay minimum and overtime wages at the correct rates, authorize and permit meal and rest breaks, timely pay final wages at termination, properly maintain required records, and provide accurate itemized wage statements; willfully failing to pay wages; and engaging in unfair and unlawful business practices.

~~The Gross Settlement Amount is \$130,000, which will be allocated as follow: \$74,350 has been allocated~~ PAGA penalties in accordance with Labor Code section 2699, in which seventy five percent (75%) of the PAGA Penalties will be paid to the Labor & Workforce Development Agency (“LWDA”), and twenty five percent (25%) will be paid to the thirty three (33) Aggrieved Employees on a pro rata basis; \$7,500 for reimbursement of litigation costs actually incurred; \$39,000 to PAGA Counsel, Pimentel Law. P.C., for payment of attorneys’ fees; and \$2,650 payment for settlement administration fees~~The Gross Settlement Amount is \$130,000, which will be allocated as follows: The net amount (the “Net PAGA Fund”) left after deducting attorneys’ fees, litigation costs, and administration expenses is ninety thousand forty-four dollars and twenty-four cents (\$90,044.24), of which 75% (sixty-seven thousand five hundred thirty-three dollars and eighteen cents (\$67,533.18)) shall be paid to the LWDA, on the payment plan set forth below, and the remaining 25% (twenty-two thousand five hundred eleven dollars and six cents (\$22,511.06)) shall be paid to the thirty-three (33) Aggrieved Employees based on their pay periods worked as a percentage of all the pay periods worked by all the Aggrieved Employees during the PAGA Period; \$32,500 to PAGA Counsel, Pimentel Law, P.C., for payment of attorneys’ fees; \$4,805.76 for reimbursement of Plaintiff’s litigation costs; and \$2,650 for payment of settlement administration fees.~~

~~Under the terms of the Settlement, you are entitled to receive a settlement payment in the amount of <AMOUNT> after the Court approves the Settlement. Your percentage split of the penalties was calculated by taking the number of alleged violations committed against you during the Covered Time Period and dividing that by the aggregate number of violations committed against all 33 alleged aggrieved employees. For the purposes of this Settlement, violations are presumed to reflect the number of pay periods each aggrieved employee worked during the Covered Time Period.~~ The Gross Settlement Amount shall be paid on a payment plan as follows:

~~The terms of the release are summarized as follows:~~ Ten thousand dollars (\$10,000.00) shall be paid to the Settlement Administrator within seven (7) days of the Court granting approval of the PAGA settlement;

~~“Released Claims” means any and all claims, demands, rights, liabilities and causes of action available for civil penalties under the PAGA based upon the facts and theories alleged in the Complaint filed by Plaintiff in the Litigation during the Covered Time Period, including civil penalties arising out of any violation of Labor Code §§ 201-203, 204, 226, 510, 1194, and 2802.~~ Five thousand dollars (\$5,000.00) per month shall then be paid by Defendants to the Settlement Administrator for fifteen (15) consecutive months thereafter, by the fifteenth day of each month, at which time eighty-five thousand dollars (\$85,000.00) shall be funded;

~~For Aggrieved Employees, the “PAGA Released Claims” include, for the duration of the Covered Time Period, all claims asserted in the PAGA Notice, Amended PAGA Notice, and alleged in the Operative Complaint for PAGA civil penalties for Failure to Indemnify for Necessary Expenditures, Failure to Pay Minimum Wage, Failure to Pay Overtime, Failure to Furnish Compliant Wage Statements and Maintain Accurate Pay Records, Failure to Provide Meal Periods, Failure to Provide Rest Periods, Failure to Timely Pay Wages, Willful Failure to Pay Wages, Civil Penalties under the PAGA (Labor Code §§ 2698, et seq.), and Unfair Competition.~~ Two thousand five hundred dollars (\$2,500.00) per month shall be paid thereafter by Defendants to the Settlement Administrator until the remaining forty-five thousand dollars (\$45,000.00) of the Gross Settlement Amount has been fully funded (i.e., after eighteen (18) additional months).”

~~“Released Parties” means Defendants and their past, present, or future parent companies, subsidiaries, officers, directors, shareholders, employees, agents, principals, heirs, assigns, executors, administrators, representatives, trustees, accountants, auditors, consultants, insurers, and reinsurers of such identified Released Parties and their respective successors and predecessors in interest, parents, subsidiaries, divisions, affiliates, and attorneys, both individually and collectively. Under the terms of the Settlement, you are entitled to receive a settlement payment in the amount of <AMOUNT> after the Court approves the Settlement. Aggrieved Employees receive a pro rata portion based on their pay periods worked as a percentage of all the pay periods worked by all the Aggrieved Employees during the PAGA Period. Your percentage split of the penalties was calculated by taking the number of pay periods you worked during the PAGA Period and then dividing that by the aggregate number of pay periods all 33 Aggrieved Employees collectively worked.~~

~~Once the settlement is fully funded, all Aggrieved Employees will release any and all PAGA Released Claims against the Defendants that arose during the PAGA Covered Time Period. Upon the completion of the settlement payments, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Covered Time Period against the Defendants. The release provisions of the Settlement Agreement are as follows:~~

~~Beyond the Settlement Sum, and as set forth in this Agreement, Defendants shall not owe any further monies to Plaintiff, the LWDA, or the Aggrieved Employees based upon the Released Claims. Once the settlement is fully funded, all Aggrieved Employees will release any and all PAGA Released Claims against the Defendants that arose during the PAGA Period. ‘PAGA Released Claims’ are defined as all claims for civil penalties under PAGA (Labor Code §§ 2698, et seq.) based upon the facts and theories alleged in the Complaint filed by Plaintiff in this Action during the PAGA Period.~~

B. ~~B.TO RECEIVE MONEY FROM THE SETTLEMENT YOU DO NOT NEED TO TAKE ANY ACTION.~~TO RECEIVE MONEY FROM THE SETTLEMENT YOU DO NOT NEED TO TAKE ANY ACTION.

You do not need to take any further action to be eligible for a Settlement Payment. A Settlement Payment will be mailed to you after the Settlement goes into effect.

~~The release and discharge of the Released Claims is not contingent upon Aggrieved Employees negotiating the settlement checks. You cannot opt out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees’ must give up their rights to pursue Released Claims. Thus, even if you do not cash your check, you will be bound by the release. The release and discharge of the PAGA Released Claims is not contingent upon Aggrieved Employees negotiating the settlement checks. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees’ rights to pursue PAGA Released Claims are extinguished by operation of law. Thus, even if you do not cash your check, you will be bound by the release.~~

~~All payments made under this Settlement will be treated and reported on an IRS 2099 basis in~~

which the Individual PAGA Payments will be fully attributed as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. All payments made under this Settlement will be treated and reported on an IRS 1099 basis in which the Individual PAGA Payments will be fully attributed as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee.

GETTING MORE INFORMATION

C. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys for Plaintiff & the Aggrieved Employees are:

Pimentel Law, P.C.

Gabriel J. Pimentel, Esq.

~~Yesenia L. Rodriguez, Esq. Michael~~

~~D. Pimentel, Esq.~~

~~30 North Raymond Avenue 30 North~~

~~Raymond Ave, Suite 211~~

Pasadena, California 91103

Phone: (626) 765-6505

Attorneys for Defendants are:

Law Offices of Thomas F. Nowland

Thomas F. Nowland, Esq.

Daniel A. Brodnax, Esq.

Kevin H. Ngai, Esq.

20241 SW Birch St., Suite 203

Newport Beach, CA 92660

Phone: (949) 221-0005

D. SETTLEMENT ADMINISTRATION

Settlement Administrator:

Phoenix Class Action Administration Solutions

Jodey Lawrence

Phone: (800) 523-5773

Email: Jodey@phoenixclassaction.com

E. HOW CAN I GET MORE INFORMATION?

If you need more information or have questions, you may:

- Contact the Settlement Administrator (see contact information listed above).
- Access the Court's electronic case file with the following steps: (i) Go to [Case Access | Superior Court of California | County of Orange \(occourts.org\)](#) (ii) Click on the “Civil Case and Document Access” option; (iii) type “30-2021-01207960-CU-OE-CXC” in the “Case Number” field and (iv) once on the case page, you can view the schedule of upcoming hearings and other information about the case. **PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.**
- Access the Settlement Administrator’s website for this case: [Rychlik-v-Day&NiteDoors.phoenixcases.com](#). Key case documents (including the Order and Judgment) will be posted on the website, and Judgment will be posted on the website for at least 180 days.

EXHIBIT 4



30 N Raymond Ave Ste 211 Pasadena, CA 91103 | T (626) 765-9800 F (626) 628-3081 | YLR@PimentelLaw.com

April 14, 2021

Via Electronic Filing

PAGA Administrator
Labor & Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: PAGA Notice

PAGA Administrator:

Please allow this letter to serve as notice pursuant to California Labor Code § 2699, et seq. of Labor Code violations committed by Day & Nite Doors, Inc., Nicholas Alexander Christy, and Melanie Ann Christy (Respondents) against Mark Rychlik and their other current and former employees. The facts and theories that support this claim are as follows:

Rychlik worked as a Garage Door Technician for Respondents from February 6, 2021 to March 18, 2021. Rychlik's job duties included installing and repairing garage doors. Rychlik worked Monday through Friday, from 7:30 a.m. to 5:30 p.m. Claimant sometimes worked as late as 7:00 p.m. and was paid \$17 per hour. However, Claimant's wage statements do not indicate the overtime rate in effect.

During the majority of Claimant's employment, he did not take 10-minute rest periods. Furthermore, Claimant did not receive complaint meal periods. For example, en route to a jobsite, Rychlik stopped at 7-Eleven and purchased lunch, which he ate on the way to the jobsite. Rychlik arrived at the jobsite around 2 p.m. He was instructed by Augie, a technician who was training Claimant, that he needed to work faster. They did not leave the jobsite until 8 p.m. At the end of Claimant's shift, he asked Augie for instructions on how to fill out his timesheet, considering they did not take a break that day. Augie responded that the stop at 7-Eleven was his lunch and since Claimant worked slowly, "that counts for your lunch." Thus, Claimant wrote that he had taken a meal period.

The following day, Claimant and Augie returned to the same jobsite. Claimant communicated to Augie that he wanted to take a lunch period. Augie responded that it was not appropriate and told Rychlik that he had a problem listening. Claimant did receive a proper meal period on that occasion. However, he felt as though taking compliant meal periods was disfavored by the employer.

On March 18, 2021, Claimant went to his place of employment at 7:30 a.m. to be

briefed by his supervisor, Oscar, regarding the day's assignments. During this meeting, Claimant was terminated.

Failure to Pay Minimum Wage

"The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Lab. Code § 1197; IWC Wage Order Nos. 1–2001 to 16–2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 4. Compensable work time is defined by the applicable wage order as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010 (2) (G).

Due to Respondents' company-wide scheduling practices and policies, employees were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods in order to meet their deadlines and handle their workloads. Respondents did not pay minimum wages for the time employees continued to perform their duties during their meal periods.

Respondents had no policy and/or practice for scheduling second meal periods for employees or for authorizing and permitting employees to take second 30-minute meal periods on days they worked in excess of 10 hours in one day. As a result, Respondents did not provide employees with all second 30-minute meal periods to which they were entitled.

To the extent that the off-the-clock hours worked by employees did not qualify for overtime premium payment, Respondents did not pay at least minimum wages for those hours employees worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, Respondents regularly failed to pay at least minimum wages to employees for all of the hours they worked. Respondents' failure to pay employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Failure to Pay Overtime

"Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Lab. Code § 510; IWC Wage Order Nos. 1–2001 to 16–2001, § 3; IWC Wage Order No. 17-2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 3; 8 Cal Code Regs § 11170, § 4. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that "the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under

conditions of labor prohibited by the order is unlawful.”

Employees were not paid overtime premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a week. Respondents had, and continue to have, a company-wide policy of failing to implement any policies to authorize and permit employees to take compliant meal periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal periods by assigning them a heavy workload and understaffing their facilities. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods.

Additionally, Respondents, on a company-wide basis, failed to schedule meal periods even though they are aware that employees are entitled to such meal periods. As a result of this company-wide understaffing of its facilities and failure to schedule meal periods, employees were not always permitted and authorized to take uninterrupted 30-minute meal periods during shifts to which they were entitled to receive a meal period. Claimant contends that employees regularly worked through meal periods and had meal periods interrupted by supervisors and by work to meet expected targets.

Respondents had no policy for scheduling second meal periods and no practice of permitting employees to take second 30-minute meal periods. As a result, on days that employees worked in excess of 10 hours, they were not provided with second 30-minute meal periods.

Respondents knew or should have known that, as a result of their policies and practices, employees were performing some of their assigned duties off-the-clock and/or during unpaid meal periods, and were suffered or permitted to perform work for which they were not paid. Because employees worked shifts in excess of 8 hours a day or more and 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay. Therefore, employees were not paid overtime wages for all of the overtime hours they actually worked. To the extent employees worked shifts in excess of 12 hours a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, they were not paid double time wages for all overtime hours they actually worked.

Respondent’s failure to pay employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code §§ 510 and 1198.

Failure to Provide Uninterrupted Meal Periods

“An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An

employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived." Lab. Code § 512; IWC Wage Order Nos. 1–2001 to 16–2001, § 11; IWC Wage Order No. 17-2001, § 9; 8 Cal Code Regs §§ 11010-11160, § 11; 8 Cal Code Regs § 11170, § 9.

"An employer shall not require an employee to work during a meal ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission If an employer fails to provide an employee a meal ... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal ... period is not provided." Lab. Code § 226.7 (b) & (c).

At all relevant times, Respondents' employees regularly worked more than five hours per day, and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

At all relevant times herein, Respondents had, and continue to have, a company-wide policy and/or practice of understaffing their locations while simultaneously assigning demanding workloads, which had the combined effect of preventing employees from taking all timely, uninterrupted meal periods to which they were entitled. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods. Additionally, Respondents had no policy and/or practice of scheduling meal periods for employees. As a result of Respondents' policies and/or practices, employees had to work through some or all of their meal periods, have their meal periods interrupted to return to work, and/or wait extended periods of time before taking meal periods.

Respondents did not provide employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Respondents engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums for employees, regardless of whether they were able to take a compliant meal break, in violation of the applicable IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Respondents failed to provide employees compliant meal periods in violation of California Labor Code §§ 226.7 and 512 and failed to pay the full meal period premiums due.

Respondents' employees were subjected to missed meal periods depending on the speed their daily tasks were completed. This policy resulted in employees being forced to take their first meal period while en route to the next job site. This practice is in violation of Labor Code §§ 226.7 and 512.

Failure to Provide Uninterrupted Rest Periods

Employees must be given 10-minute net rest periods for every 4 hours of work, to be taken in the middle of each 4-hour period insofar as practicable. However, a rest period need not be provided for employees whose total daily work is less than 3.5 hours. Thus, employees are entitled to one 10-minute net rest period for shifts from 3.5 to 6 hours in length, two for shifts of more than 6 hours up to 10 hours, and three for shifts of more than 10 hours up to 14 hours, and so on. *Brinker Restaurant Corp. v Superior Court*, 53 Cal.4th 1004, 1029 (2012); IWC Wage Order Nos. 1–2001 to 16–2001, § 12; § 8 Cal Code Regs §§ 11010-11160, § 12. No employer may require an employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission. Lab. Code §§ 226.7.

Respondents' company-wide policy and practice of understaffing while simultaneously assigning demanding workloads, prevented employees from being relieved of all duty in order to take compliant rest periods.

Respondents also had a uniform policy of failing to schedule rest breaks. As a result, employees missed their rest breaks, would be required to take them late, or would have their rest breaks interrupted. Employees were prevented from being relieved of all duty in order to take compliant rest periods and instead would be required to continue working.

Employees worked shifts in excess of 3 ½ hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

Respondents have also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized or permitted. Thus, Respondents denied employees rest periods and failed to pay them rest period premium wages due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

Failure to Reimburse for Business Expenditures

"An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Lab. Code § 2802

All technicians and mechanics employed by Respondents are required to supply their own tools to perform their job duties because Respondents fail to supply their employees with tools for their work locations. Therefore, employees are not provided with all tools necessary to perform their jobs. As such, technicians and mechanics are required to incur

tool expenditures, which Respondents have not reimbursed. Respondents' practice of failing to reimburse non-double minimum wage earning mechanics and technicians for the purchase of their hand tools and equipment is violation of Labor Code § 2802.

Failure to Furnish Itemized Wage Statements and Maintain Accurate Pay Records

"An employer ... shall furnish to his or her employee ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer ... and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee" Lab. Code § 226 (a).

California Labor Code § 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. § 1198 further provides that "the employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period.

Respondents failed to furnish their employees with itemized wage statements that accurately reflect the overtime rates in effect, in violation of Labor Code § 226(a)(9). As detailed above, Respondents failed to pay employees for all hours worked by virtue of uncompensated time worked during missed and/or incomplete meal periods. As a result, their wage statements did not accurately reflect the total hours they worked or the corresponding number of hours worked at each hourly rate. This practice is in violation of Lab. Code § 226 (a).

Because Respondents failed to document and deducted time worked from employees' wage statements and employment records for meal periods they did not actually receive, Respondents failed to document wages earned and meal period premiums that should have been paid. Thus, Respondents did not furnish wage statements to employees containing the correct amount of gross wages earned in violation of Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each corresponding hourly rate in violation of Labor Code § 226 (a) (9).

To the extent that Respondents paid any meal break premium and/or rest break premium payments, they failed to identify such payments on employees' wage statements and employment records, and they otherwise failed to provide information on the wage statements sufficient to identify how many premium payments were paid during each pay period, the specific dates worked giving rise to the premium payments owed, or to determine whether such premium payments adequately and/or accurately compensated employees for any and all premiums owed.

At all relevant times, Respondents failed to keep records of meal period start and stop times for employees in violation of Labor Code § 1198.

Further, because Respondents failed to accurately reflect the overtime rates in effect, their wage statements did not accurately reflect the applicable hourly rates in effect during the pay periods, gross and net wages earned in violation of Labor Code § 226 (a).

Willful Failure to Pay Wages

"If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Lab. Code § 201.

"If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Lab. Code § 202.

"If an employer willfully fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced." Lab. Code § 203.

"A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due." Cal. Code Regs. tit. 8 § 13520.

As discussed above, Respondents' employees are owed minimum wages, overtime, meal periods, rest periods, and unreimbursed business expenses. At no time since their separation of employment were these outstanding sums ever paid to them. Further, Respondents knew or should have known that they owed these outstanding sums to employees and intentionally failed and refused to pay these sums immediately upon their termination or within 72 hours of their resignation of employment and continue to refuse to do so. This practice is in violation of Labor Code §§ 201-203.

Failure to Timely Pay Wages

"All wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." Lab. Code § 204.

"In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections ... 204 ... shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld." Lab. Code § 210.

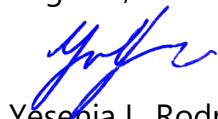
As discussed above, Respondents' employees are owed minimum wages, overtime, meal periods, rest periods, and unreimbursed business expenses. At no time during their employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate every pay period. Therefore, Respondents' employees were not paid all wages earned by the seventh calendar day following the close of their pay periods. This practice is in violation of Labor Code § 204.

Actions under the Private Attorneys General Act (PAGA)

The Labor Code Private Attorneys General Act of 2004 provides that "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ... may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees." Lab. Code § 2699. Rychlik is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

Based upon the foregoing, Rychlik seeks not only individual remedies under the Labor Code, but also all remedies available under the Private Attorney General Act of 2004, Lab. Code §§ 2698, et seq., including civil penalties on behalf of all aggrieved employees for the above Labor Code violations that Respondents committed against them.

Regards,



Yesenia L. Rodriguez, Esq

From: noreply@salesforce.com on behalf of "LWDA DO NOT REPLY"
<lwdadonotreply@dir.ca.gov>
Sent: 4/14/2021 3:44:59 PM
To: Yesenia Rodriguez
Subject: Thank you for submission of your PAGA Case.

4/14/2021

LWDA Case No. LWDA-CM-829328-21
Law Firm : Pimentel Law, P.C.
Plaintiff Name : Mark Rychlik
Employer: Day & Nite Doors, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



30 N Raymond Ave Ste 211 Pasadena, CA 91103 | T (626) 765-9800 F (626) 628-3081 | YLR@PimentelLaw.com

April 14, 2021

Via U.S. Certified Mail

7020-2450-0001-3685-0676

Day & Nite Doors, Inc.
Nicholas Alexander Christy
Melanie Ann Christy
1577 N. Harmony Circle
Anaheim, CA 92807

Re: PAGA Notice

Day & Nite Doors, Inc.; Nicholas Alexander Christy; Melanie Ann Christy:

Please allow this letter to serve as notice pursuant to California Labor Code § 2699, et seq. of Labor Code violations committed by Day & Nite Doors, Inc., Nicholas Alexander Christy, and Melanie Ann Christy (Respondents) against Mark Rychlik and their other current and former employees. The facts and theories that support this claim are as follows:

Rychlik worked as a Garage Door Technician for Respondents from February 6, 2021 to March 18, 2021. Rychlik's job duties included installing and repairing garage doors. Rychlik worked Monday through Friday, from 7:30 a.m. to 5:30 p.m. Claimant sometimes worked as late as 7:00 p.m. and was paid \$17 per hour. However, Claimant's wage statements do not indicate the overtime rate in effect.

During the majority of Claimant's employment, he did not take 10-minute rest periods. Furthermore, Claimant did not receive complaint meal periods. For example, en route to a jobsite, Rychlik stopped at 7-Eleven and purchased lunch, which he ate on the way to the jobsite. Rychlik arrived at the jobsite around 2 p.m. He was instructed by Augie, a technician who was training Claimant, that he needed to work faster. They did not leave the jobsite until 8 p.m. At the end of Claimant's shift, he asked Augie for instructions on how to fill out his timesheet, considering they did not take a break that day. Augie responded that the stop at 7-Eleven was his lunch and since Claimant worked slowly, "that counts for your lunch." Thus, Claimant wrote that he had taken a meal period.

The following day, Claimant and Augie returned to the same jobsite. Claimant communicated to Augie that he wanted to take a lunch period. Augie responded that it was not appropriate and told Rychlik that he had a problem listening. Claimant did receive a proper meal period on that occasion. However, he felt as though taking compliant meal periods was disfavored by the employer.

On March 18, 2021, Claimant went to his place of employment at 7:30 a.m. to be briefed by his supervisor, Oscar, regarding the day's assignments. During this meeting, Claimant was terminated.

Failure to Pay Minimum Wage

"The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Lab. Code § 1197; IWC Wage Order Nos. 1–2001 to 16–2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 4. Compensable work time is defined by the applicable wage order as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010 (2) (G).

Due to Respondents' company-wide scheduling practices and policies, employees were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods in order to meet their deadlines and handle their workloads. Respondents did not pay minimum wages for the time employees continued to perform their duties during their meal periods.

Respondents had no policy and/or practice for scheduling second meal periods for employees or for authorizing and permitting employees to take second 30-minute meal periods on days they worked in excess of 10 hours in one day. As a result, Respondents did not provide employees with all second 30-minute meal periods to which they were entitled.

To the extent that the off-the-clock hours worked by employees did not qualify for overtime premium payment, Respondents did not pay at least minimum wages for those hours employees worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, Respondents regularly failed to pay at least minimum wages to employees for all of the hours they worked. Respondents' failure to pay employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Failure to Pay Overtime

"Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Lab. Code § 510; IWC Wage Order Nos. 1–2001 to 16–2001, § 3; IWC Wage Order No. 17-2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 3; 8 Cal Code Regs § 11170, § 4. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that "the standard conditions of labor fixed by the commission shall be the

... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful.”

Employees were not paid overtime premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a week. Respondents had, and continue to have, a company-wide policy of failing to implement any policies to authorize and permit employees to take compliant meal periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal periods by assigning them a heavy workload and understaffing their facilities. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods.

Additionally, Respondents, on a company-wide basis, failed to schedule meal periods even though they are aware that employees are entitled to such meal periods. As a result of this company-wide understaffing of its facilities and failure to schedule meal periods, employees were not always permitted and authorized to take uninterrupted 30-minute meal periods during shifts to which they were entitled to receive a meal period. Claimant contends that employees regularly worked through meal periods and had meal periods interrupted by supervisors and by work to meet expected targets.

Respondents had no policy for scheduling second meal periods and no practice of permitting employees to take second 30-minute meal periods. As a result, on days that employees worked in excess of 10 hours, they were not provided with second 30-minute meal periods.

Respondents knew or should have known that, as a result of their policies and practices, employees were performing some of their assigned duties off-the-clock and/or during unpaid meal periods, and were suffered or permitted to perform work for which they were not paid. Because employees worked shifts in excess of 8 hours a day or more and 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay. Therefore, employees were not paid overtime wages for all of the overtime hours they actually worked. To the extent employees worked shifts in excess of 12 hours a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, they were not paid double time wages for all overtime hours they actually worked.

Respondent’s failure to pay employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code §§ 510 and 1198.

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At all relevant times, Respondents' employees regularly worked more than five hours per day, and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

At all relevant times herein, Respondents had, and continue to have, a company-wide policy and/or practice of understaffing their locations while simultaneously assigning demanding workloads, which had the combined effect of preventing employees from taking all timely, uninterrupted meal periods to which they were entitled. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods. Additionally, Respondents had no policy and/or practice of scheduling meal periods for employees. As a result of Respondents' policies and/or practices, employees had to work through some or all of their meal periods, have their meal periods interrupted to return to work, and/or wait extended periods of time before taking meal periods.

Respondents did not provide employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Respondents engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums for employees, regardless of whether they were able to take a compliant meal break, in violation of the applicable IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Respondents failed to provide employees compliant meal periods in violation of California Labor Code §§ 226.7 and 512 and failed to pay the full meal period premiums due.

Respondents' employees were subjected to missed meal periods depending on the speed their daily tasks were completed. This policy resulted in employees being forced to take their first meal period while en route to the next job site. This practice is in violation of

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Respondents' company-wide policy and practice of understaffing while simultaneously assigning demanding workloads, prevented employees from being relieved of all duty in order to take compliant rest periods.

Respondents also had a uniform policy of failing to schedule rest breaks. As a result, employees missed their rest breaks, would be required to take them late, or would have their rest breaks interrupted. Employees were prevented from being relieved of all duty in order to take compliant rest periods and instead would be required to continue working.

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with tools for their work locations. Therefore, employees are not provided with all tools necessary to perform their jobs. As such, technicians and mechanics are required to incur tool expenditures, which Respondents have not reimbursed. Respondents' practice of failing to reimburse non-double minimum wage earning mechanics and technicians for the purchase of their hand tools and equipment is violation of Labor Code § 2802.

Failure to Furnish Itemized Wage Statements and Maintain Accurate Pay Records

"An employer ... shall furnish to his or her employee ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer ... and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee" Lab. Code § 226 (a).

California Labor Code § 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. § 1198 further provides that "the employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period.

Respondents failed to furnish their employees with itemized wage statements that accurately reflect the overtime rates in effect, in violation of Labor Code § 226(a)(9). As detailed above, Respondents failed to pay employees for all hours worked by virtue of uncompensated time worked during missed and/or incomplete meal periods. As a result, their wage statements did not accurately reflect the total hours they worked or the corresponding number of hours worked at each hourly rate. This practice is in violation of Lab. Code § 226 (a).

Because Respondents failed to document and deducted time worked from employees' wage statements and employment records for meal periods they did not actually receive, Respondents failed to document wages earned and meal period premiums that should have been paid. Thus, Respondents did not furnish wage statements to employees containing the correct amount of gross wages earned in violation of Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages earned in violation of Labor Code § 226 (a) (5), or accurate number of

hours worked at each corresponding hourly rate in violation of Labor Code § 226 (a) (9).

To the extent that Respondents paid any meal break premium and/or rest break premium payments, they failed to identify such payments on employees' wage statements and employment records, and they otherwise failed to provide information on the wage statements sufficient to identify how many premium payments were paid during each pay period, the specific dates worked giving rise to the premium payments owed, or to determine whether such premium payments adequately and/or accurately compensated employees for any and all premiums owed.

At all relevant times, Respondents failed to keep records of meal period start and stop times for employees in violation of Labor Code § 1198.

Further, because Respondents failed to accurately reflect the overtime rates in effect, their wage statements did not accurately reflect the applicable hourly rates in effect during the pay periods, gross and net wages earned in violation of Labor Code § 226 (a).

Willful Failure to Pay Wages

"If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Lab. Code § 201.

"If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Lab. Code § 202.

"If an employer willfully fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced." Lab. Code § 203.

"A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due." Cal. Code Regs. tit. 8 § 13520.

As discussed above, Respondents' employees are owed minimum wages, overtime, meal periods, rest periods, and unreimbursed business expenses. At no time since their separation of employment were these outstanding sums ever paid to them. Further, Respondents knew or should have known that they owed these outstanding sums to employees and intentionally failed and refused to pay these sums immediately upon their termination or within 72 hours of their resignation of employment and continue to refuse to do so. This practice is in violation of Labor Code §§ 201-203.

Failure to Timely Pay Wages

"All wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." Lab. Code § 204.

"In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections ... 204 ... shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld." Lab. Code § 210.

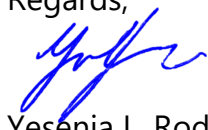
As discussed above, Respondents' employees are owed minimum wages, overtime, meal periods, rest periods, and unreimbursed business expenses. At no time during their employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate every pay period. Therefore, Respondents' employees were not paid all wages earned by the seventh calendar day following the close of their pay periods. This practice is in violation of Labor Code § 204.

Actions under the Private Attorneys General Act (PAGA)

The Labor Code Private Attorneys General Act of 2004 provides that "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ... may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees." Lab. Code § 2699. Rychlik is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

Based upon the foregoing, Rychlik seeks not only individual remedies under the Labor Code, but also all remedies available under the Private Attorney General Act of 2004, Lab. Code §§ 2698, et seq., including civil penalties on behalf of all aggrieved employees for the above Labor Code violations that Respondents committed against them.

Regards,



Yesenia L. Rodriguez, Esq

7020 2450 0001 3685 0676

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See Reverse for Instructions

Day + Nite Doors, Inc.
Anaheim

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Day + Nite Doors, Inc.
Nicholas Alexander Christy
Melanie Ann Christy
1571 N. Harmony Circle
Anaheim, CA 92807



9590 9402 6292 0274 6269 81

2. Article Number (Transfer from service label)

20 2450 0001 3685 0676

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

C-19

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

ML

C. Date of Delivery

4/19/25

- D. Is delivery address different from item 1? ☒ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

EXHIBIT 5

From: DIR PAGA Unit
Sent: 10/30/2025 4:01:18 PM
To: Viktoria Baklan
Subject: Thank you for your Other Response or Document Submission
Categories: Smokeball

10/30/2025 04:00:35 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PIMENTEL LAW, P.C.
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30 N. Raymond Avenue, Suite 211
Pasadena, CA 91103
Telephone: (626) 765-6505
Fax: (626) 628-3036

Attorneys for Plaintiff,
MARK RYCHLIK

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE, COMPLEX CIVIL CENTER

MARK RYCHLIK, an individual,

Plaintiff,

vs.

DAY & NITE DOORS, INC., a California
corporation; NICHOLAS ALEXANDER
CHRISTY, an individual; MELANIE ANNA
CHRISTY, an individual; and DOES 1 through 20
inclusive

Defendants.

Case No. 30-2021-01207960-CU-OE-CXC

Assigned to Melissa R. McCormick in
Dept.CX-105

**PROOF OF SERVICE RE: [PROPOSED]
ORDER & JUDGMENT GRANTING
APPROVAL OF PAGA SETTLEMENT**

Action Filed: June 29, 2021
Trial Date: None

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PROOF OF SERVICE

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 30 N. Raymond Ave., Suite 211, Pasadena, CA 91103.

On October 30, 2025, I served the foregoing document described as **[PROPOSED] ORDER & JUDGMENT GRANTING APPROVAL OF PAGA SETTLEMENT** on the interested parties in this action as follows:

☐ By placing true copies enclosed in a sealed envelope addressed to each addressee as follows:

☒ Electronically to from my email address, VAB@PimentelLaw.com on the persons identified below at the following electronic service address: dbrodnax@nowlandlaw.com; khngai@nowlandlaw.com; caston@nowlandlaw.com; jedigges@nowlandlaw.com; jqtrinh@nowlandlaw.com; wjnorton@nowlandlaw.com; pagainfo@dir.ca.gov;

Law Office of Thomas F. Nowland
Daniel A. Brodnax, Esq.
Kevin H. Ngai, Esq.
20241 SW Birch Street, Ste. 203
Newport Beach, CA 92660

*Counsel for Defendants Day & Nite Doors,
Inc., Nicholas Alexander Christy, and
Melanie Ann Christy*

☐ BY MAIL:

☐ I deposited each envelope in the mail at Pasadena, California, with postage thereon fully prepaid.

☐ I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses above. I placed the envelope or package for collection and overnight delivery at an office or regularly utilized drop box of the overnight delivery carrier.

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

Viktoria Baklan

Viktoria Baklan

Executed on October 30, 2025 at Pasadena, California.

EXHIBIT 6

Date	Activity	Description	Staff	Hours	Rate	Total
3/25/2026		- 2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. Settlement agreement documents (0.20 hrs) - 2 internal messages sent/reviewed (0.10 hrs)	Michael D. Pimentel	0.3	\$300.00	\$90.00
3/24/2026		- 1 internal message sent/reviewed (0.10 hrs)	Michael D. Pimentel	0.1	\$300.00	\$30.00
3/23/2026		- Second Amendment to the Settlement Agreement and Mutual Release reviewed (0.20 hrs) - 1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. Settlement agreement documents (0.20 hrs) - 1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. (0.10 hrs) - 1 internal message sent/reviewed (0.10 hrs)	Michael D. Pimentel	0.6	\$300.00	\$180.00
3/20/2026		- Email attachment reviewed - Notice of Estimated Individual PAGA Settlement Payment redlined (0.10 hrs) - CLEAN Revised Notice of PAGA Settlement Payment reviewed (0.10 hrs) - Notice of Estimated Individual PAGA Settlement Payment redlined edited and reviewed (0.30 hrs) - 2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. Settlement agreement documents (0.20 hrs)	Michael D. Pimentel	0.7	\$300.00	\$210.00
3/19/2026		- Matter admin (0.10 hrs)	Michael D. Pimentel	0.1	\$300.00	\$30.00
3/18/2026		- Individual Settlement Release clean edited (0.10 hrs) - Notice of Estimated Individual PAGA Settlement Payment clean edited (0.10 hrs) - Second Amendment to the Settlement Agreement and Mutual Release reviewed (0.10 hrs) - Declaration of Michael D. Pimentel ISO MPA clean edited (0.60 hrs) - Exhibit Lists edited (0.40 hrs) - Supplemental Briefing ISO MPA clean edited (0.60 hrs) - Amendment to the Settlement Agreement and Mutual Release (10.28.25) reviewed (0.10 hrs) - 2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. Settlement agreement documents (0.20 hrs) - 56 internal messages sent/reviewed (0.50 hrs)	Michael D. Pimentel	2.7	\$300.00	\$810.00
3/17/2026		- Amendment to the Settlement Agreement and Mutual Release edited (0.10 hrs) - Exhibit Lists edited and reviewed (0.20 hrs) - Second Amendment to the Settlement Agreement and Mutual Release edited and reviewed (0.20 hrs) - Notice of Estimated Individual PAGA Settlement Payment edited (0.10 hrs) - [Proposed] Order Granting Plaintiff's Motion for PAGA Approval edited and reviewed (0.40 hrs) - Declaration of Michael D. Pimentel ISO MPA edited and reviewed (0.40 hrs) - Individual Settlement Release edited and reviewed (0.50 hrs) - Supplemental Briefing & Declaration of Michael D. Pimentel ISO MPA edited and reviewed (1.00 hrs) - 22 internal messages sent/reviewed (0.60 hrs)	Michael D. Pimentel	3.5	\$300.00	\$1,050.00
3/16/2026		- Attorneys Fees reviewed (0.10 hrs) - Exhibit 2 - REDLINED Amendment to the Settlement Agreement and Mutual Release edited and reviewed (0.30 hrs) - CLEAN Revised Notice of PAGA Settlement Payment reviewed (0.10 hrs) - Revised Notice of PAGA Settlement Payment edited (0.40 hrs) - [Proposed] Order Granting Plaintiff's Motion for PAGA Approval edited (0.10 hrs) - Declaration of Michael D. Pimentel ISO MPA edited and reviewed (0.40 hrs) - Supplemental Briefing & Declaration of Michael D. Pimentel ISO MPA edited (1.30 hrs) - Notice of PAGA Settlement Proposal created, then edited (0.80 hrs) - Amendment to the Settlement Agreement and Mutual Release edited (0.30 hrs) - Exhibit Lists created, then edited and reviewed (0.40 hrs) - 2 internal messages sent/reviewed (0.10 hrs)	Michael D. Pimentel	4.3	\$300.00	\$1,290.00
3/14/2026		- Matter related research and documentation (0.10 hrs)	Michael D. Pimentel	0.1	\$300.00	\$30.00
3/10/2026		- DRAFT Supplemental Briefing & Declaration of Michael D. Pimentel ISO MPA (LoTN 2.9.26) edited and reviewed (0.40 hrs) - REDLINED Amendment to the Settlement Agreement and Mutual Release (LoTN 2.9.26) edited and reviewed (0.10 hrs) - REDLINED Revised Notice of PAGA Settlement Payment (LoTN 2.9.26) edited (0.10 hrs) - Declaration of Jenna M. Koleson ISO MPA reviewed (0.10 hrs) - DRAFT Declaration of Michael D. Pimentel ISO MPA reviewed (0.10 hrs) - REDLINED Revised [Proposed] Order Granting Plaintiff's Motion for PAGA Approval (LoTN 2.9.26) edited (0.10 hrs) - 10 internal messages sent/reviewed (0.40 hrs)	Michael D. Pimentel	1.3	\$300.00	\$390.00
3/6/2026		- 1 internal message sent/reviewed (0.10 hrs)	Michael D. Pimentel	0.1	\$300.00	\$30.00
2/25/2026		- REDLINED Amendment to the Settlement Agreement and Mutual Release (LoTN 2.9.26) reviewed (0.40 hrs)	Michael D. Pimentel	0.4	\$300.00	\$120.00
2/23/2026		- REDLINED Amendment to the Settlement Agreement and Mutual Release (LoTN 10.29.25) reviewed (0.50 hrs) - REDLINED Revised [Proposed] Order Granting Plaintiff's Motion for PAGA Approval reviewed (0.20 hrs) - DRAFT Supplemental Briefing & Declaration of Jenna M. Koleson ISO MPA reviewed (0.20 hrs) - REDLINED Revised Notice of PAGA Settlement Payment (LoTN 2.9.26) reviewed (0.10 hrs) - REDLINED Revised Notice of PAGA Settlement Payment (LoTN 2.9.26) edited (0.20 hrs) - REDLINED Revised Notice of PAGA Settlement Payment reviewed (0.40 hrs) - REDLINED Amendment to the Settlement Agreement and Mutual Release (LoTN 2.9.26) edited and reviewed (0.20 hrs) - DRAFT Declaration of Michael D. Pimentel ISO MPA edited (0.30 hrs) - DRAFT Supplemental Briefing & Declaration of Michael D. Pimentel ISO MPA (LoTN 2.9.26) edited (0.30 hrs) - 13 internal messages sent/reviewed (0.30 hrs)	Michael D. Pimentel	2.7	\$300.00	\$810.00
2/19/2026		- REDLINED Amendment to the Settlement Agreement and Mutual Release (LoTN 2.9.26) edited (0.20 hrs) - DRAFT Supplemental Briefing & Declaration of Jenna M. Koleson ISO MPA (LoTN 2.9.26) reviewed (0.10 hrs) - REDLINED Amendment to the Settlement Agreement and Mutual Release (LoTN 10.29.25) reviewed (0.20 hrs)	Michael D. Pimentel	0.5	\$300.00	\$150.00

Date	Activity	Description	Staff	Hours	Rate	Total
2/17/2026		- REDLINED Amendment to the Settlement Agreement and Mutual Release (LoTN 2.9.26) reviewed (0.10 hrs) - DRAFT Supplemental Briefing & Declaration of Jenna M. Koleson ISO MPA (LoTN 2.9.26) reviewed (0.10 hrs) - REDLINED Amendment to the Settlement Agreement and Mutual Release (LoTN 10.29.25) reviewed (0.30 hrs)	Michael D. Pimentel	0.5	\$300.00	\$150.00
10/15/2025		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. (Rychlik, Mark - Wage and Hour Claim - Day & Nite Doors, Inc. Christy, Nicholas Christy, Melanie)	Jenna M. Koleson	0.10	\$350.00	\$35.00
10/15/2025		DRAFT Supplemental Briefing ISO MFA reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
10/15/2025		Notice of Ruling Re_ Continued Motion for Approval Hearing reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
10/15/2025		Declaration of Jenna M. Koleson ISO Renewed MPA reviewed	Jenna M. Koleson	0.40	\$350.00	\$140.00
10/15/2025		RENEWED Motion for Approval of PAGA Settlement (Conformed) reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
10/14/2025		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. (Rychlik, Mark - Wage and Hour Claim - Day & Nite Doors, Inc. Christy, Nicholas Christy, Melanie)	Jenna M. Koleson	1.00	\$350.00	\$350.00
9/16/2025		1 internal message sent/reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
9/12/2025		9 internal messages sent/reviewed	Jenna M. Koleson	0.40	\$350.00	\$140.00
9/12/2025		HIGHLY CONFIDENTIAL - Def Notice of Lodgment of Declaration of Nicholas Christy ISO Motion for PAGA Settlement Approval reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
9/12/2025		DRAFT Motion for Approval of PAGA Settlement edited and reviewed	Jenna M. Koleson	0.50	\$350.00	\$175.00
9/12/2025		Notice of Ruling Re_ Continued Motion for Approval Hearing reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
9/9/2025		RENEWED Motion for Approval of PAGA Settlement (Conformed) reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
9/9/2025		6 internal messages sent/reviewed	Jenna M. Koleson	0.20	\$350.00	\$70.00
9/2/2025		DRAFT AMENDED Motion for Approval of PAGA Settlement reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
8/21/2025		2 internal messages sent/reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
8/21/2025		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	\$140.00
8/21/2025		1 email sent/reviewed regarding Mark Rychlik +1 714-714-4550 (Account:(877) 265-8084)	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
8/20/2025		DRAFT Motion for Approval of PAGA Settlement reviewed	Jenna M. Koleson	0.20	\$350.00	\$70.00
8/6/2025		Mark Rychlik v. Day & Nite Doors, Inc., et al. (Microsoft Teams Meeting) attended	Jenna M. Koleson	0.50	\$350.00	\$175.00
8/6/2025		[Proposed] Order w SA & Notice attached.pdf reviewed	Jenna M. Koleson	0.20	\$350.00	\$70.00
8/6/2025		Notice of Ruling Re: Continued Motion for Approval Hearing reviewed	Jenna M. Koleson	0.30	\$350.00	\$105.00
8/6/2025		[Proposed] Order w SA & Notice attached.pdf created	Jenna M. Koleson	0.40	\$350.00	\$140.00
8/6/2025		Memo created, then reviewed - Motion for Approval M&C; w DC	Jenna M. Koleson	0.30	\$350.00	\$105.00
7/28/2025		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. (Rychlik, Mark - Wage and Hour Claim - Day & Nite Doors, Inc. Christy, Nicholas Christy, Melanie)	Jenna M. Koleson	0.10	\$350.00	\$35.00
7/18/2025		8 internal messages sent/reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
7/17/2025		4 internal messages sent/reviewed	Jenna M. Koleson	0.20	\$350.00	\$70.00
7/3/2025		Motion for Approval of PAGA Settlement (Hon Melissa R. McCormick, Dept. CX104) attended	Jenna M. Koleson	0.50	\$350.00	\$175.00
7/3/2025		RENEWED Motion for Approval of PAGA Settlement (Conformed) reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
7/3/2025		3 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Jenna M. Koleson	0.50	\$350.00	\$175.00
6/30/2025		SAMPLE Motion for Approval of PAGA Settlement reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
5/15/2025		Summons (Conformed) reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
4/30/2025		Revised Settlement Agreement (executed) reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
4/30/2025		DRAFT AMENDED Motion for Approval of PAGA Settlement reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
4/8/2025		3 internal messages sent/reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
4/1/2025		DRAFT Joint Stipulation to Advance Hearing on MPA reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
3/31/2025		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Jenna M. Koleson	0.10	\$350.00	\$35.00

Date	Activity	Description	Staff	Hours	Rate	Total
3/31/2025		Joint Stipulation to Advance Hearing on MPA created	Jenna M. Koleson	0.10	\$350.00	\$35.00
3/31/2025		DRAFT Joint Stipulation to Advance Hearing on MPA edited and reviewed	Jenna M. Koleson	0.30	\$350.00	\$105.00
3/30/2025		Declaration of Gabriel J. Pimentel ISO MPA (Conformed 01.09.25) reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
3/28/2025		DRAFT RENEWED Motion for Approval of PAGA Settlement reviewed	Jenna M. Koleson	0.40	\$350.00	\$140.00
3/28/2025		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Jenna M. Koleson	0.10	\$350.00	\$35.00
3/28/2025		DRAFT Joint Stipulation to Advance Hearing on MPA edited	Jenna M. Koleson	0.50	\$350.00	\$175.00
3/26/2025		5 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	\$140.00
3/26/2025		RENEWED Motion for Approval of PAGA Settlement (Conformed) reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/26/2025		2 internal messages sent/reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
3/25/2025		3 internal messages sent/reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
3/25/2025		DRAFT Declaration of Jenna M. Koleson ISO Renewed MPA reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
3/25/2025		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/23/2025		Memo edited - Finalizing Motion for Approval of PAGA Settlement	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/4/2025		1 email sent/reviewed regarding Renewed Motion for Approval of PAGA Settlement -- Mark Rychlik v. Day & Nite Doors, Inc., et al.	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/25/2025		10 internal messages sent/reviewed	Jenna M. Koleson	0.20	\$350.00	\$70.00
2/25/2025		11 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
2/24/2025		Declaration of Gabriel J. Pimentel ISO MPA (Conformed) reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/24/2025		15 internal messages sent/reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/20/2025		Declaration of Jenna M. Koleson ISO Renewed MPA edited and reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/20/2025		DRAFT RENEWED Motion for Approval of PAGA Settlement edited and reviewed	Jenna M. Koleson	0.30	\$350.00	\$105.00
2/20/2025		[Proposed] Order w SA & Notice attached created	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/20/2025		UPDATED Notice of PAGA Settlement Payment edited	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/20/2025		For LWDA - Motion for Approval of PAGA Settlement edited	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/20/2025		Declaration of JMK w Exhibits created, then edited and reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/20/2025		Memo edited - Finalizing Motion for Approval of PAGA Settlement	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/20/2025		RENEWED Motion for Approval of PAGA Settlement edited	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/20/2025		DRAFT Declaration of Jenna M. Koleson ISO Renewed MPA edited and reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/20/2025		Motion for Approval of PAGA Settlement Package - LWDA efile created, then reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/20/2025		Superior Court of California, County of Orange - Motion Reservation Request - CONFIRMATION reviewed	Jenna M. Koleson	0.20	\$350.00	\$70.00
2/20/2025		Exhibit 5 - PAGA Submission Confirmation created	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/20/2025		31 internal messages sent/reviewed	Jenna M. Koleson	0.20	\$350.00	\$70.00
2/19/2025		1 internal message sent/reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/19/2025		2 emails sent/reviewed regarding Renewed Motion for Approval of PAGA Settlement -- Mark Rychlik v. Day & Nite Doors, Inc., et al.	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/18/2025		8 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
2/18/2025		DRAFT Notice of PAGA Settlement Payment - REDLINED created	Jenna M. Koleson	1.00	\$350.00	\$350.00
2/18/2025		Memo edited - Finalizing Motion for Approval of PAGA Settlement	Jenna M. Koleson	0.40	\$350.00	\$140.00
2/18/2025		6 emails sent/reviewed regarding Renewed Motion for Approval of PAGA Settlement -- Mark Rychlik v. Day & Nite Doors, Inc., et al.	Jenna M. Koleson	0.60	\$350.00	\$210.00
2/18/2025		4 internal messages sent/reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/18/2025		DRAFT RENEWED Motion for Approval of PAGA Settlement edited	Jenna M. Koleson	0.40	\$350.00	\$140.00

Date	Activity	Description	Staff	Hours	Rate	Total
2/18/2025		UPDATED Notice of PAGA Settlement Payment created, then edited	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/17/2025		1 email sent/reviewed regarding Renewed Motion for Approval of PAGA Settlement -- Mark Rychlik v. Day & Nite Doors, Inc., et al.	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/14/2025		3 internal messages sent/reviewed	Jenna M. Koleson	0.30	\$350.00	\$105.00
2/13/2025		7 internal messages sent/reviewed	Jenna M. Koleson	0.40	\$350.00	\$140.00
2/12/2025		DRAFT RENEWED Motion for Approval of PAGA Settlement edited and reviewed	Jenna M. Koleson	0.50	\$350.00	\$175.00
2/12/2025		Memo edited - Finalizing Motion for Approval of PAGA Settlement	Jenna M. Koleson	0.50	\$350.00	\$175.00
2/12/2025		1 email sent/reviewed regarding Renewed Motion for Approval of PAGA Settlement -- Mark Rychlik v. Day & Nite Doors, Inc., et al.	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/12/2025		6 internal messages sent/reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/12/2025		Judge McCormick Class Action PAGA Standing Order reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/12/2025		DRAFT Declaration of Jenna M. Koleson ISO Renewed MPA edited and reviewed	Jenna M. Koleson	1.20	\$350.00	\$420.00
2/6/2025		Exhibit 1 - Revised Settlement Agreement reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
2/2/2025		1 internal message sent/reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/31/2025		[Proposed] Order Granting Plaintiff's Motion for PAGA Approval edited	Jenna M. Koleson	0.60	\$350.00	\$210.00
1/31/2025		DRAFT Declaration of Jenna M. Koleson ISO Renewed MPA edited and reviewed	Jenna M. Koleson	0.30	\$350.00	\$105.00
1/31/2025		DRAFT RENEWED Motion for Approval of PAGA Settlement edited and reviewed	Jenna M. Koleson	0.80	\$350.00	\$280.00
1/31/2025		AMENDED Motion for Approval of PAGA Settlement (Conformed) reviewed	Jenna M. Koleson	0.20	\$350.00	\$70.00
1/31/2025		22 internal messages sent/reviewed	Jenna M. Koleson	0.30	\$350.00	\$105.00
1/31/2025		Memo created, then edited - Finalizing Motion for Approval of PAGA Settlement	Jenna M. Koleson	0.20	\$350.00	\$70.00
1/31/2025		Tentative Ruling reviewed	Jenna M. Koleson	0.30	\$350.00	\$105.00
1/31/2025		Attorneys Fees reviewed	Jenna M. Koleson	0.50	\$350.00	\$175.00
1/31/2025		Notice of PAGA Settlement Payment edited and reviewed	Jenna M. Koleson	0.60	\$350.00	\$210.00
1/30/2025		Exhibit 1 Complaint reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/30/2025		Exhibit 6 Itemized Attorney Time Records reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/29/2025		16 internal messages sent/reviewed	Jenna M. Koleson	0.50	\$350.00	\$175.00
1/29/2025		DRAFT RENEWED Motion for Approval of PAGA Settlement created, then edited	Jenna M. Koleson	0.70	\$350.00	\$245.00
1/29/2025		DRAFT AMENDED Motion for Approval of PAGA Settlement reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/29/2025		DRAFT Declaration of Jenna M. Koleson ISO Renewed MPA created, then edited	Jenna M. Koleson	1.20	\$350.00	\$420.00
1/28/2025		DRAFT Declaration of Jenna M. Koleson ISO MPA edited	Jenna M. Koleson	0.20	\$350.00	\$70.00
1/28/2025		1 email sent/reviewed regarding Kevin Ngai +1 949-221-0005 (Account:(877) 265 -8084)	Jenna M. Koleson	0.20	\$350.00	\$70.00
1/28/2025		DRAFT AMENDED Motion for Approval of PAGA Settlement edited	Jenna M. Koleson	1.90	\$350.00	\$665.00
1/28/2025		Judge McCormick Class Action PAGA Standing Order reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/27/2025		2 internal messages sent/reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/27/2025		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
1/26/2025		5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
1/26/2025		Continued Motion for Approval Tentative Ruling - Denied without Prejudice reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
1/23/2025		Cont'd. Motion for PAGA Approval (Civil Complex Center, Dept. CX104. Honorable Melissa McCormick) attended	Jenna M. Koleson	0.50	\$350.00	\$175.00
1/23/2025		Continued Motion for Approval Tentative Ruling - Denied without Prejudice reviewed	Jenna M. Koleson	0.40	\$350.00	\$140.00
1/23/2025		Memo created, then edited - Appearance Memo	Jenna M. Koleson	0.20	\$350.00	\$70.00
1/23/2025		6 internal messages sent/reviewed	Jenna M. Koleson	0.30	\$350.00	\$105.00

Date	Activity	Description	Staff	Hours	Rate	Total
1/15/2025		DRAFT Declaration of Gabriel J. Pimentel ISO MPA reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/15/2025		DRAFT Declaration of Jenna M. Koleson ISO MPA reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/13/2025		1 internal message sent/reviewed	Jenna M. Koleson	0.20	\$350.00	\$70.00
1/10/2025		8 internal messages sent/reviewed	Jenna M. Koleson	0.30	\$350.00	\$105.00
1/10/2025		1 email sent/reviewed regarding Thank you for your Proposed Settlement Submission	Jenna M. Koleson	0.30	\$350.00	\$105.00
1/9/2025		pos edited and reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/9/2025		DRAFT Declaration of Plaintiff Mark Rychlik ISO MPA reviewed	Jenna M. Koleson	0.20	\$350.00	\$70.00
1/9/2025		DRAFT Declaration of Gabriel J. Pimentel ISO MPA edited	Jenna M. Koleson	0.20	\$350.00	\$70.00
1/9/2025		DRAFT Declaration of Jenna M. Koleson ISO MPA edited	Jenna M. Koleson	0.90	\$350.00	\$315.00
1/9/2025		Memo created, then edited and reviewed - Wershba v. Apple Computer, Inc., 91 Cal	Jenna M. Koleson	0.80	\$350.00	\$280.00
1/9/2025		Attorney Hour Breakdown created	Jenna M. Koleson	0.30	\$350.00	\$105.00
1/9/2025		pos edited and reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/9/2025		Declaration of Jenna M. Koleson ISO MPA edited	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/9/2025		DRAFT AMENDED Motion for Approval of PAGA Settlement edited and reviewed	Jenna M. Koleson	4.60	\$350.00	\$1,610.00
1/9/2025		Declaration of Jenna M. Koleson w Exhibits created	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/9/2025		1 email sent/reviewed regarding Rychlik Motion for Approval of PAGA Settlement	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/9/2025		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Jenna M. Koleson	0.40	\$350.00	\$140.00
1/9/2025		Memo created, then edited - notes from GJP	Jenna M. Koleson	0.20	\$350.00	\$70.00
1/9/2025		Breakdown of attorney hours created, then reviewed	Jenna M. Koleson	0.40	\$350.00	\$140.00
1/9/2025		[Proposed] Order Granting Plaintiff's Motion for PAGA Approval edited	Jenna M. Koleson	0.20	\$350.00	\$70.00
1/9/2025		Memo reviewed - AMENDED Motion for Approval of PAGA Settlement	Jenna M. Koleson	1.10	\$350.00	\$385.00
1/9/2025		Exhibits Combined created	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/9/2025		51 internal messages sent/reviewed	Jenna M. Koleson	1.60	\$350.00	\$560.00
1/9/2025		Attorney Hour Breakdown created	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/9/2025		Exhibit 6 Itemized Attorney Time Records created	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/9/2025		2 emails sent/reviewed regarding Rychlik v. Day & Nite Doors - HIGHLY CONFIDENTIAL Notice of Lodgment of Declaration of Nicholas Christy ISO Motion for PAGA Settlement Approval	Jenna M. Koleson	0.30	\$350.00	\$105.00
1/9/2025		Exhibit 5 PAGA Submission Confirmation created	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/9/2025		Exhibit 7 Itemized Litigation Costs created	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/9/2025		AMENDED Motion for Approval of PAGA Settlement edited and reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/9/2025		Declaration of Gabriel J. Pimentel ISO MPA edited	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
1/9/2025		DRAFT AMENDED Motion for Approval of PAGA Settlement edited and reviewed	Gabriel J. Pimentel	1.90	\$700.00	\$1,330.00
1/9/2025		27 internal messages sent/reviewed	Gabriel J. Pimentel	0.30	\$700.00	\$210.00
1/9/2025		DRAFT Declaration of Gabriel J. Pimentel ISO MPA edited	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
1/8/2025		5 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Jenna M. Koleson	0.40	\$350.00	\$140.00
1/8/2025		DRAFT Declaration of Jenna M. Koleson ISO MPA edited	Jenna M. Koleson	0.90	\$350.00	\$315.00
1/8/2025		Memo reviewed - AMENDED Motion for Approval of PAGA Settlement	Jenna M. Koleson	0.70	\$350.00	\$245.00
1/8/2025		Complaint (Conformed) reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/8/2025		DRAFT AMENDED Motion for Approval of PAGA Settlement edited	Jenna M. Koleson	6.60	\$350.00	\$2,310.00
1/8/2025		4 internal messages sent/reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/8/2025		Manolo Lopez - Payroll reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00

Date	Activity	Description	Staff	Hours	Rate	Total
1/8/2025		Email attachment reviewed - DRAFT REVISED Settlement Agreement - Plaintiff's Redlines (LoTN edits)	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/8/2025		Memo created - Assuming Plaintiff could establish one m	Jenna M. Koleson	0.40	\$350.00	\$140.00
1/6/2025		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
1/6/2025		3 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Jenna M. Koleson	0.20	\$350.00	\$70.00
1/6/2025		DRAFT REVISED Settlement Agreement - Plaintiff's Redlines reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/4/2025		Judge McCormick Class Action PAGA Standing Order reviewed	Jenna M. Koleson	0.20	\$350.00	\$70.00
1/4/2025		Memo created, then reviewed - If those are his soaking wet damages the	Jenna M. Koleson	0.20	\$350.00	\$70.00
1/4/2025		Memo created, then edited - AMENDED Motion for Approval of PAGA Settlement	Jenna M. Koleson	1.70	\$350.00	\$595.00
1/4/2025		DRAFT Plaintiff's Motion for PAGA Approval reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/4/2025		6 internal messages sent/reviewed	Jenna M. Koleson	0.40	\$350.00	\$140.00
1/4/2025		Memo reviewed - Outstanding Tasks	Jenna M. Koleson	0.20	\$350.00	\$70.00
1/4/2025		2023-11-02 - Rychlik v. Day & Nite - MOU v3 fully executed reviewed	Jenna M. Koleson	0.10	\$350.00	\$35.00
1/4/2025		DRAFT AMENDED Motion for Approval of PAGA Settlement created, then edited	Jenna M. Koleson	2.60	\$350.00	\$910.00
12/31/2024		Matter admin	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
12/31/2024		Meeting with OC (Telephonic) attended	Yesenia L. Rodriguez	0.50	\$350.00	\$175.00
12/31/2024		Memo created - Outstanding Tasks	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
12/31/2024		Judge McCormick Class Action PAGA Standing Order reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/31/2024		Plaintiff's Amended Declaration ISO MPA edited	Yesenia L. Rodriguez	1.50	\$350.00	\$525.00
12/31/2024		Attorneys Fees reviewed	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
12/31/2024		9 internal messages sent/reviewed	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
12/31/2024		Plaintiff's Motion for PAGA Approval edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/31/2024		Settlement Agreement - 1.31.23 edited	Yesenia L. Rodriguez	1.40	\$350.00	\$490.00
12/31/2024		Memo edited and reviewed - Response to Form Rogs	Jenna M. Koleson	0.10	\$350.00	\$35.00
12/23/2024		3 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/23/2024		2021 Services Provided reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/9/2024		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
12/4/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/4/2024		5 internal messages sent/reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/30/2024		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
10/4/2024		3 internal messages sent/reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/2/2024		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
9/30/2024		2 emails sent/reviewed regarding Mark +1 949-449-5440 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.70	\$350.00	\$245.00
9/27/2024		6 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/27/2024		Notice Re: Continued Motion for Approval of PAGA Settlement edited and reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/27/2024		Notice Re: Continued Motion for Approval of PAGA Settlement edited	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
9/23/2024		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/23/2024		1 email sent/reviewed regarding Kevin Ngai +1 949-221-0005 (Account:(877) 265 -8084)	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/19/2024		Conference call with OC (Telephonic) attended	Yesenia L. Rodriguez	0.50	\$350.00	\$175.00
9/19/2024		Email attachment reviewed - Judge McCormick Class Action PAGA Standing Order	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/16/2024		3 internal messages sent/reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
9/13/2024		2 emails sent/reviewed regarding Rychlik v. Day & Nite Doors - Motion for Preliminary Approval	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00

Date	Activity	Description	Staff	Hours	Rate	Total
9/12/2024		Motion for PAGA Approval (Civil Complex Center, Dept. CX104. Honorable Melissa McCormick) attended	Yesenia L. Rodriguez	0.50	\$350.00	\$175.00
9/12/2024		3 emails sent/reviewed regarding Rychlik v. Day & Nite Doors - Motion for Preliminary Approval	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/19/2024		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
8/19/2024		4 internal messages sent/reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
8/18/2024		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
7/26/2024		PAGA Complaint reviewed	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00
7/24/2024		Civil Case Cover Sheet (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
7/16/2024		1 email sent/reviewed regarding Mark Rychlik 0000000000 (Account:(877) 265- 8084)	Yesenia L. Rodriguez	0.50	\$350.00	\$175.00
6/4/2024		Special Rogs (Set One) reviewed	Yesenia L. Rodriguez	0.50	\$350.00	\$175.00
6/4/2024		Plaintiff's FROGs-E reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
6/4/2024		RFPs (Set One) reviewed	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
5/29/2024		4 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/29/2024		Notice of Cont'd. Status Conference reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/10/2024		Plaintiff's Motion for PAGA Approval (Conformed) reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
5/7/2024		Witness Interview Questions reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/1/2024		1 email sent/reviewed regarding Superior Court of California, County of Orange - Electronic Service	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/25/2024		4 internal messages sent/reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
4/23/2024		Plaintiff's Motion for PAGA Approval reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
4/22/2024		3 internal messages sent/reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
4/22/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. signature needed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/22/2024		1 email sent/reviewed regarding Superior Court of Orange County - Motion Reservation Request - CONFIRMATION	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
4/19/2024		[Proposed] Order Granting Plaintiff's Motion for PAGA Approval reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/19/2024		1 email sent/reviewed regarding Thank you for your Proposed Settlement Submission	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
4/19/2024		Plaintiff's Motion for PAGA Approval edited	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
4/19/2024		Notice of PAGA Settlement Payment - Copy edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/19/2024		35 internal messages sent/reviewed	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
4/19/2024		Plaintiff's Motion for PAGA Approval edited	Yesenia L. Rodriguez	1.10	\$350.00	\$385.00
4/19/2024		Plaintiff's Motion for PAGA Approval - Copy reviewed	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
4/19/2024		[Proposed] Order Granting Plaintiff's Motion for PAGA Approval edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/19/2024		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. signature needed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/19/2024		2 emails sent/reviewed regarding Superior Court of Orange County - Motion Reservation Request - ACTION REQUIRED	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
4/19/2024		exh 3 created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/17/2024		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- case administrator inquiry	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
4/17/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/17/2024		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/16/2024		Case Admn Dec'l. ISO Mx for PAGA Approval edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/16/2024		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/16/2024		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- case administrator inquiry	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/16/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00

Date	Activity	Description	Staff	Hours	Rate	Total
4/15/2024		Plaintiff's Motion for PAGA Approval reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
4/15/2024		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
4/15/2024		Notice of Case Reassignment reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/15/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/15/2024		4 internal messages sent/reviewed	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
4/15/2024		Plaintiff's Motion for PAGA Approval edited	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
4/15/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. - case administrator inquiry	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
4/15/2024		[Proposed] Order Granting Plaintiff's Motion for PAGA Approval edited and reviewed	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
4/13/2024		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/12/2024		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
4/12/2024		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/11/2024		Plaintiff's Motion for PAGA Approval edited	Yesenia L. Rodriguez	0.80	\$350.00	\$280.00
4/11/2024		3 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/11/2024		3 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
4/10/2024		Plaintiff's Motion for PAGA Approval edited	Yesenia L. Rodriguez	1.20	\$350.00	\$420.00
4/10/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/9/2024		Mark Rychlik - Payroll reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/9/2024		Mark Rychlik - Time card reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/9/2024		Plaintiff's Motion for PAGA Approval edited	Yesenia L. Rodriguez	2.30	\$350.00	\$805.00
4/9/2024		Witness Dean Powell Transcript reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/9/2024		Witness Interview Transcript-Ryan Avery reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/9/2024		Memo edited and reviewed - Initial Intake	Yesenia L. Rodriguez	0.60	\$350.00	\$210.00
4/9/2024		6 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.50	\$350.00	\$175.00
4/9/2024		Mot. for Approval of PAGA Settlement #1 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/9/2024		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/5/2024		Mark Rychlik - Payroll reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/5/2024		Plaintiff's Mediation Brief reviewed	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
4/5/2024		Memo edited - Response to Form Rogs	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/5/2024		Plaintiff's Motion for PAGA Approval edited	Yesenia L. Rodriguez	1.40	\$350.00	\$490.00
4/5/2024		Agustin De La Cruz - Payroll reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/4/2024		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
4/4/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/4/2024		Plaintiff's Motion for PAGA Approval edited	Yesenia L. Rodriguez	3.20	\$350.00	\$1,120.00
4/4/2024		Mot. for Approval of PAGA Settlement #1 created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/4/2024		Agustin De La Cruz - Payroll reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/4/2024		18 internal messages sent/reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
4/4/2024		Document Production DAY&NITE001-99; reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/25/2024		Settlement Agreement - 1.31.23 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/14/2024		1 email sent/reviewed regarding Superior Court of Orange County - Motion Reservation Request - ACTION REQUIRED	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/14/2024		9 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00

Date	Activity	Description	Staff	Hours	Rate	Total
3/13/2024		7 internal messages sent/reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
3/11/2024		4 emails sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
3/11/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. - fully executed settlement agreement	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/6/2024		1 email sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/5/2024		1 email sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/5/2024		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. - fully executed settlement agreement	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/1/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc.- Joint Status Conference	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/1/2024		1 email sent/reviewed regarding Superior Court of California, County of Orange - Electronic Service	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
3/1/2024		1 email sent/reviewed regarding Your Message (877) 265-8084	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/1/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/1/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. - fully executed settlement agreement	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/1/2024		Notice of Cont'd. Status Conference created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
2/29/2024		Further Status Conference (Dep. CX104) attended	Yesenia L. Rodriguez	0.50	\$350.00	\$175.00
2/21/2024		1 email sent/reviewed regarding Employment Mediation Corp - Craig Ackermann Contingency Mediation	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
2/20/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
2/16/2024		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00
2/16/2024		1 email sent/reviewed regarding Settlement Agreement - 1.31.23 between Pimentel Law, P.C. and Mark Rychlik is Signed and Filed!	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
2/9/2024		1 email sent/reviewed regarding Settlement Agreement - 1.31.23 has been sent out for signature to bigggdream@gmail.com	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
2/9/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- settlement agreement	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
2/7/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
2/1/2024		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
2/1/2024		Settlement Agreement - 1.31.23 edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/31/2024		1 email sent/reviewed regarding Settlement Agreement - Finalized between Pimentel Law, P.C. and Mark Rychlik is Signed and Filed!	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/31/2024		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00
1/29/2024		1 email sent/reviewed regarding Settlement Agreement - Finalized between Pimentel Law, P.C. and Mark Rychlik is Signed and Filed!	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/24/2024		1 email sent/reviewed regarding Settlement Agreement - Finalized has been sent out for signature to bigggdream@gmail.com	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00
1/10/2024		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/9/2024		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/8/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/3/2024		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/29/2023		1 email sent/reviewed regarding Automatic reply: Mark Rychlik v. Day & Nite Doors, Inc., et al.-MOU edits	Yesenia L. Rodriguez	0.60	\$350.00	\$210.00
12/29/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/29/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/29/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/29/2023		Phoenix Quote - PAGA reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00

Date	Activity	Description	Staff	Hours	Rate	Total
12/28/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/22/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/19/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/15/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
12/15/2023		[Draft] Settlement Agreement (YLR edits) edited	Yesenia L. Rodriguez	0.80	\$350.00	\$280.00
12/14/2023		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
12/14/2023		[Draft] Settlement Agreement edited	Yesenia L. Rodriguez	1.10	\$350.00	\$385.00
12/12/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/8/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/8/2023		Email attachment reviewed - 2023-11-02 - Rychlik v. Day & Nite - MOU v3 fully executed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/7/2023		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/6/2023		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
12/6/2023		4 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
12/5/2023		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/4/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/4/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/3/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/1/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/30/2023		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
11/30/2023		1 email sent/reviewed regarding Mark +1 949-449-5440 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/30/2023		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/29/2023		1 email sent/reviewed regarding Mark +1 949-449-5440 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/28/2023		1 email sent/reviewed regarding Rychlik v. Day & Nite Doors - Mediator Proposal	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/27/2023		3 emails sent/reviewed regarding Rychlik v. Day & Nite Doors - Mediator Proposal	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
11/22/2023		Notice of Further Status Conf. to Defendants edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/21/2023		2023-11-02 - Rychlik v. Day & Nite - MOU (final) edited and reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/21/2023		2023-11-02 - Rychlik v. Day & Nite - MOU v1 edited	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
11/21/2023		3 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
11/21/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/21/2023		1 email sent/reviewed regarding 2023-11- 02 - Rychlik v. Day & Nite - MOU (final) has been sent out for signature to bigggdream@gmail.com	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
11/20/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- MOU edits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/20/2023		2023-11-02 - Rychlik v. Day & Nite - MOU v1 edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/17/2023		Further Status Conference (Civil Complex Center, Dept. CX101) attended	Yesenia L. Rodriguez	1.00	\$350.00	\$350.00
11/17/2023		11.17.23 Status Conference Statement reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/17/2023		2 emails sent/reviewed regarding Day & Nite - Settlement MoU	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
11/17/2023		Minute Order 11.03.23 edited and reviewed	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
11/17/2023		1 email sent/reviewed regarding Rychlik v. Day & Nite Doors - Mediator Proposal	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
11/16/2023		1 email sent/reviewed regarding Rychlik v. Day & Nite Doors, et al. - Status Conference Statement	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/16/2023		1 email sent/reviewed regarding Day & Nite - Settlement MoU	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/16/2023		3 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00

Date	Activity	Description	Staff	Hours	Rate	Total
11/9/2023		2023-11-02 - Rychlik v. Day & Nite - MOU v1 edited	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
11/9/2023		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	\$140.00
11/6/2023		2 emails sent/reviewed regarding Day & Nite	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/3/2023		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
11/3/2023		Minute Order 11.03.23 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/3/2023		2023-11-02 - Rychlik v. Day & Nite - MOU v1 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/3/2023		1 email sent/reviewed regarding Superior Court of California, County of Orange - Electronic Service	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
11/3/2023		5 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/2/2023		16 internal messages sent/reviewed	Gabriel J. Pimentel	0.30	\$700.00	\$210.00
11/2/2023		1 email sent/reviewed regarding MSC on Friday, November 3---Rychlik vs. Day & Nite Doors, Inc. - Case No. 30-2021- 01207960	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
11/2/2023		1 email sent/reviewed regarding Nite and Day	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00
11/2/2023		4 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
11/2/2023		1 email sent/reviewed regarding Craig Ackerman +1 310-270-6124 (Account: (877) 265-8084)	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
11/2/2023		1 email sent/reviewed regarding eFiling Received by Court for Mark Rychlik v. Day & Nite Doors, Inc.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/2/2023		1 email sent/reviewed regarding Mark Rychlik +1 949-449-5440 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/2/2023		Email attachment reviewed - 2023-11-02 - Rychlik v. Day & Nite - MOU v1	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
11/2/2023		Notice of Settlement edited and reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/2/2023		Notice of Settlement edited	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00
11/2/2023		25 internal messages sent/reviewed	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
11/2/2023		4 emails sent/reviewed regarding MSC on Friday, November 3---Rychlik vs. Day & Nite Doors, Inc. - Case No. 30-2021- 01207960	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/1/2023		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
11/1/2023		2 emails sent/reviewed regarding MSC on Friday, November 3---Rychlik vs. Day & Nite Doors, Inc. - Case No. 30-2021- 01207960	Yesenia L. Rodriguez	0.50	\$350.00	\$175.00
11/1/2023		Mediation Confidentiality Agreement & Agreement to Mediate reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/1/2023		2 emails sent/reviewed regarding Nancy Whitehead +1 949-222-0166 (Account: (877) 265-8084)	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/31/2023		8 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
10/31/2023		2 emails sent/reviewed regarding Rychlik v. Day & Nite Doors, Inc., et al. - Response to Settlement Demand	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/31/2023		1 email sent/reviewed regarding MSC on Friday, November 3---Rychlik vs. Day & Nite Doors, Inc. - Case No. 30-2021- 01207960	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/31/2023		5 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/30/2023		6 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
10/30/2023		1 email sent/reviewed regarding Rychlik v. Day & Nite Doors, Inc., et al. - Response to Settlement Demand	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/30/2023		Plaintiff's Mediation Brief reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/30/2023		Memo edited - Response to Form Rogs	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/30/2023		11 internal messages sent/reviewed	Yesenia L. Rodriguez	0.60	\$350.00	\$210.00
10/27/2023		1 email sent/reviewed regarding Rychlik v. Day & Nite Doors, Inc., et al. - Response to Settlement Demand	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/25/2023		1 email sent/reviewed regarding Completed: Complete with DocuSign: [Rychlik v. Day & Nite] Mediation Confidentiality / Agreement	Yesenia L. Rodriguez	0.50	\$350.00	\$175.00
10/24/2023		1 email sent/reviewed regarding Rychlik v. Day & Nite Doors - Mediator Proposal	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/23/2023		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00

Date	Activity	Description	Staff	Hours	Rate	Total
10/23/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/23/2023		2023-10-19 - Rychlik v. Day & Nite - Mediator Proposal reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/23/2023		Plaintiff's Mediation Brief reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/23/2023		Plaintiff's Mediation Brief reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/23/2023		1 email sent/reviewed regarding Mark +1 949-449-5440 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/23/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- Plaintiff's Confidential Mediation Brief	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/20/2023		Memo edited - Response to Form Rogs	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
10/20/2023		Plaintiff's Mediation Brief reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
10/20/2023		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
10/20/2023		1 email sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/20/2023		4 emails sent/reviewed regarding	Yesenia L. Rodriguez	0.50	\$350.00	\$175.00
10/20/2023		4 emails sent/reviewed regarding Rychlik v. Day & Nite Doors - Mediator Proposal	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/20/2023		4 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/19/2023		Mediation w/ Craig Ackermann (Zoom) attended	Yesenia L. Rodriguez	6.00	\$350.00	\$2,100.00
10/19/2023		Earnings Stub reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/19/2023		Plaintiff's Mediation Brief reviewed	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
10/19/2023		1 email sent/reviewed regarding You signed: "Mediation Disclosure"	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/19/2023		1 email sent/reviewed regarding Mediation Confidentiality Agreement & Agreement to Mediate has been sent out for signature to bigggdream@gmail.com	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/19/2023		SPROGS, Set One reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/19/2023		4 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- Plaintiff's Confidential Mediation Brief	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/19/2023		Supp Responses to SPROGS (Set One) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/19/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/19/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, et al. - EMC Mediation 10/19/2023	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/19/2023		1 email sent/reviewed regarding Complete with DocuSign: [Rychlik v. Day & Nite] Mediation Confidentiality / Agreement	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/18/2023		Mediation Confidentiality Agreement & Agreement to Mediate reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/18/2023		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- Plaintiff's Confidential Mediation Brief	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
10/18/2023		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/18/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, et al. - EMC Mediation 10/19/2023	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/18/2023		1 email sent/reviewed regarding Mediation Confidentiality Agreement & Agreement to Mediate has been sent out for signature to bigggdream@gmail.com	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/18/2023		8 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/17/2023		Witness Interview Transcript-Stephen Garcia edited	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00
10/17/2023		Depo: Nicholas Christy PDF w/ Linked Exhibits 04.05.23 reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/17/2023		Witness Dean Powell Transcript edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/17/2023		Notice of MSC Hearing reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/17/2023		Plaintiff's Mediation Brief edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/17/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- Plaintiff's Confidential Mediation Brief	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00

Date	Activity	Description	Staff	Hours	Rate	Total
10/17/2023		Memo edited - Response to Form Rogs	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/17/2023		Joint Status Conference Statement 08.18.23 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/17/2023		Witness Interview Transcript-Ryan Avery edited	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/17/2023		Plaintiff's Mediation Brief edited	Yesenia L. Rodriguez	2.20	\$350.00	\$770.00
10/17/2023		Plaintiff's Wage Statements reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/10/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, et al. - EMC Mediation 10/19/2023	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
10/9/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, et al. - EMC Mediation 10/19/2023	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/9/2023		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/9/2023		6 emails sent/reviewed regarding Employment Mediation Corp - Craig Ackermann Contingency Mediation	Yesenia L. Rodriguez	0.50	\$350.00	\$175.00
10/5/2023		2 emails sent/reviewed regarding Employment Mediation Corp - Craig Ackermann Contingency Mediation	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/3/2023		10 emails sent/reviewed regarding Employment Mediation Corp - Craig Ackermann Contingency Mediation	Yesenia L. Rodriguez	0.90	\$350.00	\$315.00
10/2/2023		1 email sent/reviewed regarding Employment Mediation Corp - Craig Ackermann Contingency Mediation	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/22/2023		1 email sent/reviewed regarding Employment Mediation Corp - Craig Ackermann Contingency Mediation	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/21/2023		8 emails sent/reviewed regarding Employment Mediation Corp - Craig Ackermann Contingency Mediation	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00
9/15/2023		3 emails sent/reviewed regarding Employment Mediation Corp - Craig Ackermann Contingency Mediation	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
9/15/2023		Notice of Case Reassignment created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/15/2023		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- mediation	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00
9/13/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- mediation	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/12/2023		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- mediation	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
9/11/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- mediation	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/6/2023		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
9/6/2023		4 emails sent/reviewed regarding INV91722-1	Gabriel J. Pimentel	0.50	\$700.00	\$350.00
9/5/2023		Email attachment reviewed - Rychlick 91722 Wts Powell	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/5/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- mediation	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
8/30/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- recorded interviews INV 91722 Update	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/29/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/29/2023		Minute Order for 8.18.23 Status Conference reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/22/2023		Witness Interview Transcript-Ryan Avery reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/22/2023		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/21/2023		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
8/21/2023		Plaintiff's FROGS-E reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/21/2023		Special Rogs (Set One) reviewed	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00
8/21/2023		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- recorded interviews INV 91722 Update	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/21/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/18/2023		Further Status Conference (Civil Complex, Dept. CX101) attended	Yesenia L. Rodriguez	0.50	\$350.00	\$175.00
8/18/2023		Notice of MSC Hearing edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/18/2023		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
8/18/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- personal appearance dates	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
8/18/2023		Notice of MSC Hearing edited	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00

Date	Activity	Description	Staff	Hours	Rate	Total
8/18/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/14/2023		Witness Interview Transcript-Stephen Garcia reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
8/14/2023		Witness Interview Transcript-Ryan Avery reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/14/2023		Supp Responses to SPROGS (Set One) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/11/2023		Joint Status Conference Statement 08.18.23 (fully executed) edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/11/2023		POS created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/11/2023		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- joint status report	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
8/11/2023		1 email sent/reviewed regarding Court Filing Received	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/11/2023		Joint Status Conference Statement (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2023		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- recorded interviews INV 91722 Update	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/8/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- joint status report	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
8/8/2023		Joint Status Conference Statement 08.18.23 edited	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
8/4/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- recorded interviews INV 91722 Update	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/3/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- recorded interviews INV 91722 Update	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/1/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- recorded interviews INV 91722 Update	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
7/31/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- recorded interviews INV 91722 Update	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
7/25/2023		3 emails sent/reviewed regarding Rychlik V. Day & Nite Doors	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
7/25/2023		1 email sent/reviewed regarding Rychlik V. Day & Nite Doors	Kelly M. Hatfield	0.10	\$350.00	\$35.00
7/13/2023		4 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- recorded interviews	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
7/12/2023		Plaintiff's Responses to Special Rogs reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
7/12/2023		Witness Interview Questions created, then edited and reviewed	Yesenia L. Rodriguez	1.00	\$350.00	\$350.00
7/12/2023		Supp Responses to SPROGS (Set One) edited and reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
7/12/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- recorded interviews	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
7/12/2023		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
6/13/2023		Memo edited - Response to Form Rogs	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/30/2023		1 email sent/reviewed regarding CAP Results: Orange County, CA - Mark Rychlik v. Day & Nite Doors, Inc. -	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/25/2023		Memo edited - Response to Form Rogs	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
5/25/2023		Matter admin	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
5/25/2023		Memo edited - Initial Intake	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
5/25/2023		6 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/23/2023		1 email sent/reviewed regarding Deposition of Nicholas Christy taken on Wed, April 5 at 10:00 AM Pacific time in the matter of RYCHLIK v DAY & NITE DOORS, INC.,et al. Job #549630	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/23/2023		3 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/22/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/22/2023		1 email sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
5/22/2023		Supp Responses to SPROGS (Set One) edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/22/2023		Depo Melanie Christy PDF (no exhibits) 03.28.23 reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
5/18/2023		1 email sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00

Date	Activity	Description	Staff	Hours	Rate	Total
5/18/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- trial date	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/15/2023		1 email sent/reviewed regarding Deposition of Melanie Christy taken on Tue, March 28 at 10:00 AM Pacific time in the matter of RYCHLIK v DAY & NITE DOORS, INC.,et al. Job #549628	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/12/2023		Notice of Hearing edited and reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/12/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- Notice of Hearing	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/12/2023		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/12/2023		Notice of Hearing edited	Yesenia L. Rodriguez	0.70	\$350.00	\$245.00
5/12/2023		Joint Status Conference Statement - Final reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/12/2023		Joint SC Statement POS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/10/2023		1 email sent/reviewed regarding Resulting Appearance coming up on 5/12/2023 - Need coverage?	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/10/2023		Depo Outline: Nicholas Christy reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/8/2023		1 email sent/reviewed regarding Mark Rychlik v Day & Nite Doors, Inc. - Joint SC Statement	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/5/2023		Joint Status Conference Statement (YLR edits) created, then edited	Yesenia L. Rodriguez	0.90	\$350.00	\$315.00
5/5/2023		CAP Outcome of Hearing reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/5/2023		Joint Status Conference Statement - Final edited and reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/5/2023		8 emails sent/reviewed regarding Rychlik v. Day & Nite Doors - Joint Report for Status Conference	Yesenia L. Rodriguez	0.80	\$350.00	\$280.00
5/5/2023		Notice of SC - 2.3 POS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/5/2023		RPDs - Second Supplemental Responses POS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/5/2023		Joint Status Conference Statement - Final edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
5/5/2023		Joint Status Conference Statement (Conformed) reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
5/5/2023		Email attachment reviewed - Joint Status Conference Statement- 5.5.23	Yesenia L. Rodriguez	0.60	\$350.00	\$210.00
5/3/2023		Conference call w/ OC re: Further Status Conference (Remote) attended	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
5/3/2023		2 emails sent/reviewed regarding Rychlik v. Day & Nite Doors - Joint Report for Status Conference	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
4/24/2023		Depo Outline: Nicholas Christy reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
4/20/2023		1 email sent/reviewed regarding Materials delivery for the deposition of Melanie Christy in the matter of RYCHLIK v DAY & NITE DOORS, INC.,et al (job 549628)	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/20/2023		7 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/20/2023		1 email sent/reviewed regarding Nicholas Christy - R&S; Letter: deposition taken on 04-05-2023 in the matter of RYCHLIK v DAY & NITE DOORS, INC.,et al (Job 549630)	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/12/2023		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/11/2023		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
4/11/2023		1 email sent/reviewed regarding Invoice delivery for the deposition of Melanie Christy in the matter of RYCHLIK v DAY & NITE DOORS, INC.,et al	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
4/11/2023		1 email sent/reviewed regarding Materials delivery for the deposition of Melanie Christy in the matter of RYCHLIK v DAY & NITE DOORS, INC.,et al (job 549628)	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
4/11/2023		5 internal messages sent/reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
4/6/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. Exhibits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/5/2023		Deposition of Defendant Nicholas Christy (Zoom) attended	Yesenia L. Rodriguez	2.50	\$350.00	\$875.00
4/5/2023		Depo Notes: Melanie Christy reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/5/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. Exhibits	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
4/5/2023		Depo Outline: Nicholas Christy reviewed	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00
4/5/2023		2 emails sent/reviewed regarding Rychlik v. Day N Nite Doors - Deposition Exhibits	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00

Date	Activity	Description	Staff	Hours	Rate	Total
4/5/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/4/2023		Depo Outline: Nicholas Christy edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
4/4/2023		3 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/29/2023		Supp Responses to RFPS (Set One) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/28/2023		Deposition of Defendant Melanie Christy (Zoom) attended	Yesenia L. Rodriguez	1.50	\$350.00	\$525.00
3/28/2023		Ex. 1 created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/28/2023		Ex.2 (Policy) created	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
3/28/2023		Ex. 3 created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/28/2023		Depo Outline: Melanie Christy edited	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
3/28/2023		1 email sent/reviewed regarding David Penner 0000000000 (Account:(877) 265- 8084)	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
3/28/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- Exhibits	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/28/2023		Depo Notes: Melanie Christy created, then edited	Yesenia L. Rodriguez	1.00	\$350.00	\$350.00
3/27/2023		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/27/2023		Supp Responses to SPROGS (Set One) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/27/2023		1 email sent/reviewed regarding Please confirm job #549628 for the deposition of Melanie Christy in the matter of RYCHLIK v DAY & NITE DOORS, INC is still moving forward on 3/28/2023	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00
3/27/2023		Mark Rychlik - Time card reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/27/2023		SPROGS, Set One reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/27/2023		PAGA Notice to Employer 04.14.21 reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
3/27/2023		Notice of Depo of Melanie Christy reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/27/2023		Certified Mail Return Receipt reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/27/2023		Supp Responses to RFPS (Set One) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/27/2023		1 email sent/reviewed regarding Day & Nite Doors, Inc. v. Mark Rychlik - Bate Stamps001-099	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
3/27/2023		Depo Outline: Melanie Christy created, then edited	Yesenia L. Rodriguez	1.60	\$350.00	\$560.00
3/27/2023		RPDs - Second Supplemental Responses POS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/27/2023		Document Production DAY&NITE001-99; reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
3/23/2023		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/23/2023		2 emails sent/reviewed regarding Day & Nite Doors, Inc. v. Mark Rychlik - Bate Stamps001-099	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
3/20/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- continued status conference notice	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
3/20/2023		Memo edited - Response to Form Rogs	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/20/2023		1 email sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/8/2023		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/7/2023		Notice of Depo of Melanie Christy edited	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
3/7/2023		1 email sent/reviewed regarding Job #549630 has been scheduled for the deposition of Nicholas Christy in the matter of RYCHLIK v DAY & NITE DOORS, INC	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/7/2023		Notice of Depo of Nicholas Christy edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/7/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- deposition notices	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/7/2023		Notice of Depo of Melanie Christy edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
3/7/2023		Notice of Depo of Nicholas Christy edited and reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
3/7/2023		9 internal messages sent/reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
3/6/2023		7 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- depositions	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00

Date	Activity	Description	Staff	Hours	Rate	Total
2/27/2023		1 email sent/reviewed regarding Automatic reply: Mark Rychlik v. Day & Nite Doors, Inc., et al.-depositions	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
2/27/2023		Notice of SC - 2.3 POS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
2/10/2023		1 email sent/reviewed regarding CAP Invoice - Pimentel Law	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
2/6/2023		Email attachment reviewed - Notice of SC - 2.3 POS	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
2/6/2023		1 email sent/reviewed regarding CAP Results: Orange County, CA - Mark Rychlik v. Day & Nite Doors, Inc. -	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
2/6/2023		1 email sent/reviewed regarding Mark Rychlik v Day & Nite Doors, Inc., et al. - Notice of Status Conference	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
2/3/2023		Continued Status Conference (Civil Complex Center, Dept. CX102) attended	Yesenia L. Rodriguez	0.50	\$350.00	\$175.00
2/1/2023		1 email sent/reviewed regarding CAP Client Credit Card Request	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
2/1/2023		5 emails sent/reviewed regarding Appearance Confirmation (Payment Information was Received): Mark Rychlik v. Day & Nite Doors, Inc.	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00
2/1/2023		2 emails sent/reviewed regarding Response to demand -	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
2/1/2023		1 email sent/reviewed regarding 2nd Follow Up- Credit Card Payment Required: Mark Rychlik v. Day & Nite Doors, Inc.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
2/1/2023		1 email sent/reviewed regarding Appearance Confirmation: Mark Rychlik v. Day & Nite Doors, Inc.	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
1/31/2023		2 emails sent/reviewed regarding 2nd Follow Up- Credit Card Payment Required: Mark Rychlik v. Day & Nite Doors, Inc.	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
1/27/2023		1 email sent/reviewed regarding Court Filing Accepted	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/27/2023		Matter admin	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/27/2023		Joint Status Conference Statement (final) edited and reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
1/27/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- Joint Status Report	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/27/2023		1 email sent/reviewed regarding Credit Card Payment Required: Mark Rychlik v. Day & Nite Doors, Inc.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/27/2023		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/27/2023		1 email sent/reviewed regarding Appearance Request for 02/02/2023	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/27/2023		1 email sent/reviewed regarding Coverage Update: Mark Rychlik v. Day & Nite Doors, Inc.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/27/2023		1 email sent/reviewed regarding Court Filing Received	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
1/26/2023		Memo reviewed - Response to Form Rogs	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/26/2023		Joint Status Conference Statement- 02.03.23 edited	Yesenia L. Rodriguez	0.70	\$350.00	\$245.00
1/26/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/26/2023		5 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- continued status conference notice	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00
1/25/2023		8 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- continued status conference notice	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00
1/23/2023		Joint Status Conference Statement- 02.03.23 edited	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
1/18/2023		PAGA Notice to LWDA 04.14.21 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/18/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- continued status conference notice	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/18/2023		Jesus Garcia - Payroll reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/18/2023		Supp Responses to SPROGS (Set One) reviewed	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
1/17/2023		Ryan Avery - All Transactions reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
1/17/2023		Client's Tool Inventory reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/17/2023		PAGA Notice to LWDA 04.14.21 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/17/2023		Memo reviewed - Response to Form Rogs	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/17/2023		Supp Responses to SPROGS (Set One) reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
1/17/2023		Stephen Garcia - Time card reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/10/2023		Memo reviewed - Response to Form Rogs	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00

Date	Activity	Description	Staff	Hours	Rate	Total
1/3/2023		1 email sent/reviewed regarding Your Message (877) 265-8084	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
1/3/2023		Client's Tool Inventory reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/30/2022		Mark Rychlik - Payroll reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/30/2022		2 emails sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
12/30/2022		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/30/2022		Memo reviewed - Initial Intake	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/30/2022		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
12/29/2022		1 email sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
12/21/2022		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
12/21/2022		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
11/18/2022		1 email sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/10/2022		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- continued status conference notice	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/5/2022		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- continued status conference notice	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
10/4/2022		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- continued status conference notice	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
10/4/2022		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/30/2022		2 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- continued status conference notice	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
9/23/2022		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- continued status conference notice	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/16/2022		Cont'd. Status Conference (Civil Complex Center, Dept. CX102) attended	Yesenia L. Rodriguez	0.70	\$350.00	\$245.00
9/16/2022		Notice of Status Conference edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/16/2022		Notice of Minute Order reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/16/2022		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- continued status conference notice	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
9/16/2022		Joint Status Conference Statement- 09.16.22 Hearing (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/16/2022		Notice of Status Conference edited	Yesenia L. Rodriguez	0.40	\$350.00	\$140.00
9/16/2022		Joint Status Conference Statement- 09.16.22 Status Conference reviewed	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
9/9/2022		4 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. - joint conference report	Yesenia L. Rodriguez	0.50	\$350.00	\$175.00
9/9/2022		1 email sent/reviewed regarding Court Filing Accepted	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/9/2022		1 email sent/reviewed regarding Kevin Ngai +1 949-221-0005 (Account:(877) 265 -8084)	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/9/2022		1 email sent/reviewed regarding Court Filing Received	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
9/9/2022		Joint Status Conference Statement- 09.16.22 Status Conference edited and reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/9/2022		Joint Status Conference Statement- 09.16.22 Status Conference edited	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
9/8/2022		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. - joint conference report	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
9/7/2022		Manolo Lopez - Time card reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/7/2022		Joint Status Conference Statement- 06.17.22 Conf_D's edits reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
9/7/2022		Joint Status Conference Statement- 09.16.22 Status Conference edited and reviewed	Yesenia L. Rodriguez	0.50	\$350.00	\$175.00
9/7/2022		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- joint conference report	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
8/25/2022		1 email sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
8/15/2022		1 email sent/reviewed regarding Payment Receipt - DDS Legal Support	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
8/12/2022		Email attachment reviewed - 015778.00000036107	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/12/2022		3 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
8/12/2022		1 email sent/reviewed regarding Statement for 8/11/2022 attached Customer: 015778 Invoice: 36107	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
8/11/2022		1 email sent/reviewed regarding Statement for 8/11/2022 attached Customer: 015778 Invoice: 36107	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00

Date	Activity	Description	Staff	Hours	Rate	Total
8/9/2022		Ryan Avery - Time Card created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		Maria Van Poppel - All Transactions created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		1 email sent/reviewed regarding Records of: Ref: Mark Rychlik v. Day & Nite Doors, I ARE READY! K# DD10004-01	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		Matt Palmer - Time Card created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		Matthew Windhorst - Time card created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		Ryan Avery - Payroll created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		Mark Rychlik - Time card created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		Ryan Avery - All Transactions created, then reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		Matthew Windhorst - Payroll created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		3 emails sent/reviewed regarding Regarding:	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		Matthew Windhorst - All Transactions created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		Stephen Garcia - Payroll created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		Mark Rychlik - All Transactions created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		4 emails sent/reviewed regarding Records of: Ref: Mark Rychlik v. Day & Nite Doors, I ARE READY! K# DD10004-01	Yesenia L. Rodriguez	0.80	\$350.00	\$280.00
8/9/2022		Maria Van Poppel - Payroll created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		Matt Palmer - Payroll created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		Mark Rychlik - Payroll created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		Stephen Garcia - Time card created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/9/2022		Stephen Garcia - All Transactions created	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/8/2022		1 email sent/reviewed regarding Records of: Ref: Mark Rychlik v. Day & Nite Doors, I ARE READY! K# DD10004-01	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/2/2022		2 emails sent/reviewed regarding Regarding:	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
8/1/2022		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
7/29/2022		4 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
7/28/2022		4 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
7/28/2022		Signed Order Re: Stipulation & Protective Order reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
7/28/2022		7 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.50	\$350.00	\$175.00
7/27/2022		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
7/27/2022		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
7/22/2022		RPDs - Second Supplemental Responses POS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
7/21/2022		Plaintiff's Responses to Special Rogs reviewed	Yesenia L. Rodriguez	0.30	\$350.00	\$105.00
7/20/2022		1 email sent/reviewed regarding Mark Rychlik v Day and Nite Doors, Inc et al - Second Supplemental Response to RPD, Set One	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
7/20/2022		Plaintiff's Responses to Special Rogs edited	Yesenia L. Rodriguez	0.10	\$350.00	\$35.00
7/18/2022		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. - discovery	Yesenia L. Rodriguez	0.20	\$350.00	\$70.00
7/12/2022		Services provided on 7/12/2022	Yesenia L. Rodriguez	0.40	\$275.00	\$110.00
7/8/2022		Services provided on 7/8/2022	Yesenia L. Rodriguez	0.70	\$275.00	\$192.50
6/24/2022		Services provided on 6/24/2022	Yesenia L. Rodriguez	0.40	\$275.00	\$110.00
6/17/2022		Services provided on 6/17/2022	Yesenia L. Rodriguez	0.40	\$275.00	\$110.00
6/14/2022		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00

Date	Activity	Description	Staff	Hours	Rate	Total
6/14/2022		Services provided on 6/14/2022	Yesenia L. Rodriguez	0.60	\$275.00	\$165.00
6/10/2022		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
6/10/2022		Services provided on 6/10/2022	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
6/8/2022		Services provided on 6/8/2022	Yesenia L. Rodriguez	1.10	\$275.00	\$302.50
6/7/2022		Services provided on 6/7/2022	Yesenia L. Rodriguez	1.00	\$275.00	\$275.00
6/6/2022		Services provided on 6/6/2022	Yesenia L. Rodriguez	0.20	\$275.00	\$55.00
5/31/2022		Services provided on 5/31/2022	Yesenia L. Rodriguez	0.50	\$275.00	\$137.50
5/23/2022		Services provided on 5/23/2022	Yesenia L. Rodriguez	0.80	\$275.00	\$220.00
5/13/2022		Services provided on 5/13/2022	Yesenia L. Rodriguez	0.40	\$275.00	\$110.00
5/12/2022		Services provided on 5/12/2022	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
5/5/2022		Services provided on 5/5/2022	Yesenia L. Rodriguez	0.50	\$275.00	\$137.50
5/4/2022		05.04.22 Meet & Confer Letter edited	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
5/4/2022		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
5/4/2022		Services provided on 5/4/2022	Yesenia L. Rodriguez	2.90	\$275.00	\$797.50
5/2/2022		Services provided on 5/2/2022	Yesenia L. Rodriguez	0.20	\$275.00	\$55.00
4/28/2022		Services provided on 4/28/2022	Yesenia L. Rodriguez	0.40	\$275.00	\$110.00
4/11/2022		Services provided on 4/11/2022	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
4/8/2022		Services provided on 4/8/2022	Yesenia L. Rodriguez	0.50	\$275.00	\$137.50
4/7/2022		Services provided on 4/7/2022	Yesenia L. Rodriguez	0.80	\$275.00	\$220.00
3/31/2022		Services provided on 3/31/2022	Yesenia L. Rodriguez	0.20	\$275.00	\$55.00
3/30/2022		Services provided on 3/30/2022	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
3/29/2022		Services provided on 3/29/2022	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
3/18/2022		Services provided on 3/18/2022	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
3/17/2022		Services provided on 3/17/2022	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
3/16/2022		Services provided on 3/16/2022	Yesenia L. Rodriguez	0.70	\$275.00	\$192.50
3/15/2022		Memo created - Response to Form Rogs	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/15/2022		Plaintiff's Responses to Form Rogs Employment edited and reviewed	Gabriel J. Pimentel	0.30	\$700.00	\$210.00
3/15/2022		7 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/15/2022		Services provided on 3/15/2022	Yesenia L. Rodriguez	2.40	\$275.00	\$660.00
3/14/2022		Plaintiff's Responses to Special Rogs edited	Gabriel J. Pimentel	0.50	\$700.00	\$350.00
3/14/2022		Plaintiff's Responses to RFPs edited	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/14/2022		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/14/2022		Services provided on 3/14/2022	Yesenia L. Rodriguez	6.70	\$275.00	\$1,842.50
3/9/2022		Services provided on 3/9/2022	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
3/8/2022		Services provided on 3/8/2022	Yesenia L. Rodriguez	0.50	\$275.00	\$137.50
3/4/2022		PAGA Notice to LWDA 04.14.21 reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/1/2022		Services provided on 3/1/2022	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
2/28/2022		Matter admin	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
2/28/2022		PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
2/25/2022		Services provided on 2/25/2022	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
2/24/2022		Services provided on 2/24/2022	Yesenia L. Rodriguez	0.40	\$275.00	\$110.00

Date	Activity	Description	Staff	Hours	Rate	Total
2/21/2022		Services provided on 2/21/2022	Yesenia L. Rodriguez	0.30	\$275.00	\$82.50
2/17/2022		Plaintiff's Response to Defendant's 02.07.22 letter edited	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
2/17/2022		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
2/17/2022		Services provided on 2/17/2022	Yesenia L. Rodriguez	2.70	\$275.00	\$742.50
2/7/2022		Services provided on 2/7/2022	Yesenia L. Rodriguez	0.40	\$275.00	\$110.00
1/29/2022		Services provided on 1/29/2022	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
1/27/2022		Services provided on 1/27/2022	Yesenia L. Rodriguez	0.50	\$275.00	\$137.50
1/26/2022		Meet & Confer Letter 01.26.22 edited	Gabriel J. Pimentel	0.50	\$700.00	\$350.00
1/26/2022		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
1/26/2022		Services provided on 1/26/2022	Yesenia L. Rodriguez	3.80	\$275.00	\$1,045.00
1/24/2022		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al - Responses to Discovery Propounded on Us	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
1/24/2022		Services provided on 1/24/2022	Yesenia L. Rodriguez	0.40	\$275.00	\$110.00
1/21/2022		Services provided on 1/21/2022	Yesenia L. Rodriguez	0.20	\$275.00	\$55.00
1/11/2022		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
1/11/2022		2 emails sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Gabriel J. Pimentel	0.30	\$700.00	\$210.00
1/11/2022		Services provided on 1/11/2022	Yesenia L. Rodriguez	0.60	\$275.00	\$165.00
1/10/2022		Services provided on 1/10/2022	Yesenia L. Rodriguez	0.40	\$275.00	\$110.00
1/7/2022		Services provided on 1/7/2022	Yesenia L. Rodriguez	0.70	\$275.00	\$192.50
1/6/2022		Services provided on 1/6/2022	Yesenia L. Rodriguez	0.40	\$275.00	\$110.00
1/4/2022		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
1/4/2022		Services provided on 1/4/2022	Yesenia L. Rodriguez	1.00	\$275.00	\$275.00
12/22/2021		Services provided on 12/22/2021	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
12/21/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
12/21/2021		Services provided on 12/21/2021	Yesenia L. Rodriguez	0.40	\$275.00	\$110.00
12/20/2021		Services provided on 12/20/2021	Yesenia L. Rodriguez	0.20	\$275.00	\$55.00
12/8/2021		2 emails sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Gabriel J. Pimentel	0.20	\$700.00	\$140.00
12/8/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
12/8/2021		Services provided on 12/8/2021	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
11/29/2021		Services provided on 11/29/2021	Yesenia L. Rodriguez	0.30	\$275.00	\$82.50
11/24/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
11/23/2021		Services provided on 11/23/2021	Yesenia L. Rodriguez	1.30	\$275.00	\$357.50
11/20/2021		Draft Form Interrogatories-Employment (Wage & Hour) edited	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
11/20/2021		Special Rogs (Set One) edited	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
11/20/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
11/20/2021		RFPs (Set One) edited	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
11/20/2021		RFAs (Set One) reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
11/19/2021		Services provided on 11/19/2021	Yesenia L. Rodriguez	2.60	\$275.00	\$715.00
10/22/2021		Services provided on 10/22/2021	Yesenia L. Rodriguez	0.20	\$275.00	\$55.00
10/21/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	\$140.00
10/21/2021		1 email sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Gabriel J. Pimentel	0.10	\$700.00	\$70.00

Date	Activity	Description	Staff	Hours	Rate	Total
10/12/2021		Services provided on 10/12/2021	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
10/7/2021		Plaintiff's Report edited	Gabriel J. Pimentel	0.20	\$700.00	\$140.00
10/7/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
10/7/2021		Services provided on 10/7/2021	Yesenia L. Rodriguez	1.00	\$275.00	\$275.00
10/6/2021		Services provided on 10/6/2021	Yesenia L. Rodriguez	0.80	\$275.00	\$220.00
10/5/2021		Services provided on 10/5/2021	Yesenia L. Rodriguez	0.30	\$275.00	\$82.50
10/4/2021		Services provided on 10/4/2021	Yesenia L. Rodriguez	2.30	\$275.00	\$632.50
9/29/2021		Services provided on 9/29/2021	Yesenia L. Rodriguez	0.30	\$275.00	\$82.50
9/28/2021		6 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
9/28/2021		Services provided on 9/28/2021	Yesenia L. Rodriguez	0.50	\$275.00	\$137.50
9/27/2021		Services provided on 9/27/2021	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
9/24/2021		Services provided on 9/24/2021	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
9/23/2021		Services provided on 9/23/2021	Yesenia L. Rodriguez	0.20	\$275.00	\$55.00
9/23/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
9/23/2021		2 emails sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Gabriel J. Pimentel	0.40	\$700.00	\$280.00
9/22/2021		Services provided on 9/22/2021	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
9/17/2021		Services provided on 9/17/2021	Yesenia L. Rodriguez	0.40	\$275.00	\$110.00
9/7/2021		Services provided on 9/7/2021	Yesenia L. Rodriguez	0.20	\$275.00	\$55.00
9/1/2021		Services provided on 9/1/2021	Yesenia L. Rodriguez	0.20	\$275.00	\$55.00
8/31/2021		Services provided on 8/31/2021	Yesenia L. Rodriguez	0.10	\$275.00	\$27.50
8/18/2021		Services provided on 8/18/2021	Yesenia L. Rodriguez	0.70	\$275.00	\$192.50
8/12/2021		Services provided on 8/12/2021	Yesenia L. Rodriguez	0.60	\$275.00	\$165.00
8/12/2021		1 email sent/reviewed regarding Terry Moore +1 714-541-2500 (Account:(877) 265-8084)	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
8/10/2021		Services provided on 8/10/2021	Yesenia L. Rodriguez	0.20	\$275.00	\$55.00
8/9/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
8/9/2021		1 email sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
8/6/2021		Services provided on 8/6/2021	Yesenia L. Rodriguez	0.20	\$275.00	\$55.00
8/2/2021		Services provided on 8/2/2021	Yesenia L. Rodriguez	1.20	\$275.00	\$330.00
8/2/2021		1 email sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Gabriel J. Pimentel	0.30	\$700.00	\$210.00
7/30/2021		Services provided on 7/30/2021	Yesenia L. Rodriguez	0.30	\$275.00	\$82.50
7/29/2021		Services provided on 7/29/2021	Yesenia L. Rodriguez	0.20	\$275.00	\$55.00
7/28/2021		Services provided on 7/28/2021	Yesenia L. Rodriguez	0.50	\$275.00	\$137.50
7/12/2021		Services provided on 7/12/2021	Yesenia L. Rodriguez	0.40	\$275.00	\$110.00
7/9/2021		Services provided on 7/9/2021	Yesenia L. Rodriguez	1.90	\$275.00	\$522.50
7/1/2021		Services provided on 7/1/2021	Yesenia L. Rodriguez	0.30	\$275.00	\$82.50
6/30/2021		Services provided on 6/30/2021	Yesenia L. Rodriguez	0.20	\$275.00	\$55.00
6/29/2021		Services provided on 6/29/2021	Yesenia L. Rodriguez	1.70	\$275.00	\$467.50
6/29/2021		10 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
6/29/2021		Earnings Stub reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
6/29/2021		PAGA Complaint edited	Gabriel J. Pimentel	0.50	\$700.00	\$350.00
6/29/2021		Draft Summons edited	Gabriel J. Pimentel	0.10	\$700.00	\$70.00

Date	Activity	Description	Staff	Hours	Rate	Total
6/29/2021		1 email sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Gabriel J. Pimentel	0.20	\$700.00	\$140.00
6/29/2021		PAGA Notice to Employer 04.14.21 reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
6/29/2021		Memo reviewed - Initial Intake	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
6/29/2021		Draft Civil Case Cover Sheet edited and reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
6/28/2021		Services provided on 6/28/2021	Yesenia L. Rodriguez	2.40	\$275.00	\$660.00
6/28/2021		5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
6/28/2021		1 email sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
5/25/2021		Memo created, then edited - Spoke to Maureen Evanchak	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
5/10/2021		Services provided on 5/10/2021	Yesenia L. Rodriguez	0.70	\$275.00	\$192.50
5/10/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
4/14/2021		Services provided on 4/14/2021	Yesenia L. Rodriguez	3.00	\$275.00	\$825.00
4/14/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
4/13/2021		1 email sent/reviewed regarding Mark Rychlik +1 714-650-9102 (Account:(877) 265-8084)	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
4/13/2021		Matter admin	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
4/12/2021		Services provided on 4/12/2021	Yesenia L. Rodriguez	2.60	\$275.00	\$715.00
4/12/2021		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
4/12/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	\$140.00
4/4/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
4/3/2021		2 emails sent/reviewed regarding Mark Rychlik	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
4/3/2021		Shop Photos created	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/29/2021		2 emails sent/reviewed regarding Mark R. Case	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/28/2021		Matter admin	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/25/2021		3 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	\$90.00
3/25/2021		6 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/25/2021		Personnel File edited	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/25/2021		Intake Form created	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/25/2021		Intake Notes edited	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/25/2021		Memo created - Initial Intake	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/25/2021		Retainer Agreement signed created	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/25/2021		Mandatory Tools List created	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/25/2021		Employee Handbook created	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/25/2021		Earnings Stub reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/24/2021		8 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	\$90.00
3/24/2021		Tool Inventory List reviewed	Bruce T. Murray	0.30	\$450.00	\$135.00
3/24/2021		Business Expense Reimbursement Client Intake Form reviewed	Bruce T. Murray	0.30	\$450.00	\$135.00
3/24/2021		Retainer Agreement reviewed	Bruce T. Murray	0.10	\$450.00	\$45.00
3/24/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/22/2021		9 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	\$45.00
3/22/2021		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/20/2021		2 emails sent/reviewed regarding Mark Rychlik +1 949-619-1569 (Account:(877) 265-8084)	Gabriel J. Pimentel	0.40	\$700.00	\$280.00
3/19/2021		3 emails sent/reviewed regarding Mark Rychlik +1 949-619-1569 (Account:(877) 265-8084)	Gabriel J. Pimentel	0.10	\$700.00	\$70.00

Date	Activity	Description	Staff	Hours	Rate	Total
3/18/2021		Mark Rychlik - Wage and Hour Claim - Day & Nite Doors, Inc. Christy	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/18/2021		Retainer Agreement created	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/18/2021		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/18/2021		Mark Rychlik - Employment - Day & Nite Doors, Inc. Christy	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/18/2021		1 email sent/reviewed regarding Retainer Agreement has been sent out for signature to bigggdream@gmail.com	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/18/2021		Business Expense Reimbursement Client Intake Form created	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
3/18/2021		Intake Notes created, then edited	Gabriel J. Pimentel	0.90	\$700.00	\$630.00
3/18/2021		Tool Inventory List created	Gabriel J. Pimentel	0.10	\$700.00	\$70.00
Total				273.80		\$97,275.00

EXHIBIT 7

Expenses

for Mark Rychlik - Wage and Hour Claim - Day & Nite Doors, Inc. | Christy, Nicholas | Christy, Melanie - Orange Case No. 30-2021-01207960-CU-OE-CXC

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write Off?	Status	Total
7/18/2025		InfoTrack - CA: File To Existing - #31686499 - Mark Rychlik v Nicholas Christy: Proof of Service (1 filing)	Viktoria A. Baklan	1	\$19.20	True	No	-	\$19.20
7/17/2025	MISC	Miscellaneous expenses	Viktoria A. Baklan	1	\$15.00	True	No	-	\$15.00
4/2/2025		InfoTrack - CA: File To Existing - #31629047 - Mark Rychlik v Nicholas Christy: Order - Other (2 filings)	Viktoria A. Baklan	1	\$19.20	True	No	-	\$19.20
4/2/2025		InfoTrack - CA: File To Existing - #31629046 - Mark Rychlik v Nicholas Christy: Proposed Stipulation and Order (2 filings)	Viktoria A. Baklan	1	\$20.00	True	No	-	\$20.00
2/24/2025		InfoTrack - CA: File To Existing - #31609024 - Mark Rychlik v Nicholas Christy: Declaration in Support (2 filings)	Viktoria A. Baklan	1	\$19.20	True	No	-	\$19.20
2/20/2025		InfoTrack - CA: File To Existing - #31607728 - Mark Rychlik v Nicholas Christy: Motion - Other (2 filings)	Viktoria A. Baklan	1	\$79.20	True	No	-	\$79.20
2/20/2025		InfoTrack - CA: File To Existing - #31607738 - Mark Rychlik v Nicholas Christy: Proof of eService (1 filing)	Viktoria A. Baklan	1	\$19.20	True	No	-	\$19.20
1/13/2025		InfoTrack - CA: File To Existing - #31587878 - Mark Rychlik v Nicholas Christy: Declaration - Other (1 filing)	Viktoria A. Baklan	1	\$19.20	True	No	-	\$19.20
1/9/2025		InfoTrack - CA: File To Existing - #41764734 - Mark Rychlik v Nicholas Christy: Motion - Other (1 filing)	Jenna M. Koleson	1	\$19.20	True	No	-	\$19.20
9/20/2024	MISC	Downloading Minute Order	Viktoria A. Baklan	1	\$7.50	True	No	-	\$7.50
5/21/2024	MISC	Miscellaneous expenses-Priority Responsible	Gabriel J. Pimentel	1	\$1,449.91	True	No	-	\$1,449.91
4/19/2024		InfoTrack - CA: File To Existing - #31464745 - Mark Rychlik v Nicholas Christy: Motion - Other (2 filings)	Viktoria A. Baklan	1	\$77.20	True	No	-	\$77.20
11/3/2023	DEPO	Deposition transcript expenses - Steno Invoice for Depo of Melanie Christy (03.28.23)	Viktoria A. Baklan	1	\$1,334.45	True	No	-	\$1,334.45

11/3/2023	DEPO	Deposition transcript expenses - Steno Invoice for Depo of Nicholas Christy (Apr 5, 2023)	Viktoria A. Baklan	1	\$1,755.50	True	No	-	\$1,755.50
11/2/2023		InfoTrack - CA: File To Existing - #31387013 - Mark Rychlik v Nicholas Christy: Notice of Settlement (1 filing)	Yesenia L. Rodriguez	1	\$15.20	True	No	-	\$15.20
9/5/2023	INVST	Investigation services fees-Witness Powell Interview	Yesenia L. Rodriguez	1	\$179.00	True	No	-	\$179.00
8/11/2023		InfoTrack - CA: File To Existing - #41527085 - Mark Rychlik v Nicholas Christy: Status Conference Statement (1 filing)	Yesenia L. Rodriguez	1	\$15.20	True	No	-	\$15.20
1/27/2023		InfoTrack - CA: File To Existing - #27874220 - Rychlik vs. Day & Nite Doors, Inc.: Status Conference Statement (1 filing)	Yesenia L. Rodriguez	1	\$15.20	True	No	-	\$15.20
1/27/2023	CAP	Court appearance professional special appearance fees	Yesenia L. Rodriguez	1	\$75.00	True	No	-	\$75.00
9/9/2022		InfoTrack - CA: File To Existing - #27210328 - Status Conference Statement (1 filing): Status Conference Statement (1 filing)	Yesenia L. Rodriguez	1	\$14.75	True	No	-	\$14.75
8/12/2022	COPY	Copying or downloading expenses-DDS legal copying discovery docs	Yesenia L. Rodriguez	1	\$1,236.15	True	No	-	\$1,236.15
6/8/2022		InfoTrack - CA: File To Existing - Joint Statement (1 filing): Joint Statement (1 filing)	Yesenia L. Rodriguez	1	\$14.75	True	No	-	\$14.75
5/23/2022		InfoTrack - CA: File To Existing - Rychlik vs. Day & Nite Doors, Inc.	Yesenia L. Rodriguez	1	\$12.50	True	No	-	\$12.50
4/8/2022		InfoTrack - CA: File To Existing - 26501268 Apr 8, 2022 - 12:40:16 PM (PDT) - Joint Statement	Yesenia L. Rodriguez	1	\$14.75	True	No	-	\$14.75
1/7/2022		InfoTrack - eFile CA: File To Existing - 26082688 Jan 7, 2022 - 10:54:37 AM (PST) - Joint Statement	Yesenia L. Rodriguez	1	\$14.25	True	No	-	\$14.25
10/7/2021	FILNG	Court filing fees- Plaintiff's Statement	Yesenia L. Rodriguez	1	\$8.00	True	No	-	\$8.00
8/2/2021	MAIL	Postage expenses- Notice of Minute Order	Yesenia L. Rodriguez	1	\$0.51	True	No	-	\$0.51
7/9/2021	MISC	Court filing fees- InfoTrack POS	Yesenia L. Rodriguez	1	\$12.00	True	No	-	\$12.00
7/9/2021	SERVE	Process server fees-Summons & Complaint	Yesenia L. Rodriguez	1	\$130.10	True	No	-	\$130.10
6/30/2021	MISC	Infotrack service fee	Yesenia L. Rodriguez	1	\$12.00	True	No	-	\$12.00
6/29/2021	FILNG	Court filing fees-PAGA complaint	Yesenia L. Rodriguez	1	\$1,435.00	True	No	-	\$1,435.00

4/14/2021	MAIL	Postage expenses-mailed PAGA Notice	Yesenia L. Rodriguez	1	\$7.16	True	No	-	\$7.16
4/14/2021	FILNG	Court filing fees- PAGA Notice	Yesenia L. Rodriguez	1	\$75.00	True	No	-	\$75.00
4/4/2021	MAIL	Postage expenses - Mail back check stubs to client	Luci P. Barron	1	\$0.51	True	No	-	\$0.51
Total - Write offs									\$0.00
Total - Unbillable									\$0.00
Total - Billable									\$8,140.99
Total									\$8,140.99

EXHIBIT 8



Reference No. 20231229-PJI-04

December 29, 2023

Viktoria Baklan
Pimentel Law, P.C.
30 N. Raymond Ave., Ste. 210
Pasadena, CA 91103

RE: *Pimentel Law - 38 Aggrieved PAGA Distribution*

Dear Viktoria,

Thank you for this opportunity to provide a quote for your above-captioned settlement. Using the parameters you described, Simpluris' total estimated cost is \$4,765. As a courtesy, we are offering a \$765 discount, for a discounted total of \$4,000.

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Patrick J. Ivie".

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com



3194-C Airport Loop Drive, Costa Mesa, CA 92626
www.simpluris.com | 1 (800) 779 - 2104



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104
www.simpluris.com

Estimate Number:	20231229-PJI-04	Prepared By:	Patrick Ivie
Estimate Date:	12/29/2023	Telephone Number (mobile):	310.995.6455
Estimate Expiration Date:	3/28/2024	Email:	pivie@simpluris.com

Attorney: **Viktoria Baklan**
Firm: Pimentel Law, P.C.
Email: vab@pimentellaw.com

Attorney: **Opposing Counsel Contact**
Firm:
Email:

Case Name: Pimentel Law - 38 Aggrieved PAGA Dist

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	38	Undeliverable Rate:	10%
Claims Rate:	n/a	Call Rate:	n/a
Opt-out Rate:	n/a	Average Call Length:	n/a
Language(s) for Communication	EN	Fund Distribution:	Simpluris
Reminder Mailing:	N/A	Number of Distributions:	1
Unclaimed Funds:	Escheat	State(s):	CA
Lengths of Administration:	6 Months	Tax Years:	1

Case Setup

- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	1	\$125.00
Database Manager - Initial Data Analysis	\$140.00	1	\$140.00
Total:			\$265.00

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Disburse Notice with award payments and tax document
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	1	\$140.00
Disbursement Manager - Data Validation	\$90.00	1	\$90.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Maintenance	\$100.00	6	\$600.00
NCOA/CASS/LACS	\$0.20	38	\$7.60
Print & Mail Check and Tax Documents	\$1.00	38	\$38.00
Postage	\$0.62	38	\$23.56
Process Returned Checks	\$0.25	4	\$1.00
Skip Trace Search Undeliverable Checks	\$0.50	4	\$2.00
Remail Checks (Includes Postage)	\$2.00	4	\$8.00
Escheat Uncashed Checks	\$500.00	1	\$500.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
Reissue Checks / Mailing	\$5.00	5	\$25.00
Reissue 1099s	\$5.00	5	\$25.00
Responding to IRS/State/Agency Inquiries	\$75.00	1	\$75.00
QSF Annual Tax Reporting and Reconciliation	\$1,350.00	1	\$1,350.00
Distribution Manager	\$125.00	1	\$125.00
Total:			\$4,185.16

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$140.00	1	\$140.00
Clerical-Clean Up Any Misc.	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	1	\$125.00
Total:			\$315.00

Total Estimated Cost of Administration:	\$4,765
Less Client Courtesy Discount:	-\$765
Total Administration Cost, with Discount:	<u>\$4,000</u>

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and compensation for services Simpluris performs for financial institutions to be eligible for FDIC deposit insurance. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. Entire Agreement: These Terms and Conditions together with the Proposal constitutes the entire agreement between the parties with respect of the subject matter hereof and supersede all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	38
Opt Out Rate	N/A
Opt Outs Received	
Total Class Claimants	38
Subtotal Admin Only	\$2,650.00

Not-to-Exceed Total \$2,650.00

For 38 Class Members

Pricing Good for Scope of Estimate Only

December 26, 2023

Case: Mark Rychlik v. Day & Nite Doors, Inc., PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 800-523-5773

Email: Jodey@phoenixclassaction.com

Requesting Party: Viktoria Baklan

Firm: Pimentel Law, P.C.

Contact Number: (626) 765-6505

Email: vab@pimentellaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on 65 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$29.83	1	\$29.83
Call Center & Long Distance	\$2.00	4	\$7.60
NCOA (USPS)	\$35.00	1	\$35.00
Total			\$572.43

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	1	\$100.00
Data Merge & Duplication Scrub	\$0.50	38	\$19.00
Notice and Check Packet	\$2.00	38	\$76.00
Estimated Postage (up to 1 oz.)*	\$0.64	38	\$24.32
Total			\$219.32

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	2	\$100.00
Skip Tracing Undeliverables	\$1.00	6	\$5.70
Remail Notice Packets	\$2.00	6	\$11.40
Estimated Postage	\$0.64	6	\$3.65
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$220.75

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	1	\$135.00
Case Manager	\$85.00	1	\$85.00
Total			\$220.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	1	\$125.00
Disbursement Review	\$125.00	1	\$125.00
Programming Manager	\$100.00	1	\$100.00
QSF Bank Account & EIN	\$50.00	1	\$50.00
Check Run Setup & Printing	\$100.00	1	\$100.00
Total			\$500.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	1	\$125.00
Remail Undeliverable Checks (Postage Included)	\$1.50	5	\$7.50
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$85.00	1	\$85.00
Conclusion Reports	\$100.00	1	\$100.00
Case Manager Conclusion	\$75.00	1	\$75.00
Final Reporting & Declarations	\$100.00	1	\$100.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$325.00	1	\$325.00
Total			\$917.50

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$2,650.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 9

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE, COMPLEX CIVIL CENTER

MARK RYCHLIK, an individual,

Plaintiff,

v.

DAY & NITE DOORS, INC., a California corporation, NICHOLAS ALEXANDER CHRISTY, an individual, MELANIE ANN CHRISTY, an individual, and DOES 1 through 20 inclusive,

Defendants.

~~Case Number:~~ Case No. 30-2021-01207960-CU-OE-CXC

Assigned to Hon. Melissa R. McCormick in Dept. CX105

**[PROPOSED] ORDER & JUDGMENT
GRANTING APPROVAL OF PAGA
SETTLEMENT**

Date: ~~September 12, 2024~~ April 2, 2026

Time: ~~2:00 p.m.~~ 2:00 PM

Dept.: ~~CX104~~ CX105

Action Filed: June 29, 2021

Trial Date: None

The matter having come regularly for hearing on ~~September 12, 2024 in Dept. CX104~~ April 2, 2026, in Dept. CX105 of the above-entitled Court and having considered the records and files in this action, and the oral and documentary evidence presented at hearing on Plaintiff's Motion, along with the Settlement Agreement (October 2025 Amendment to the Settlement Agreement and Mutual Release and Second Amendment to the Settlement Agreement and Mutual Release), ~~the Private Attorneys General Act Settlement Agreement and Release (the "Settlement Agreement") and the amendment thereto,~~ submitted herewith, and good cause appearing, the Court hereby GRANTS Plaintiff's Motion for Approval of PAGA Settlement ("Motion"), subject to the following findings and orders:

- a) A true and correct copy of the Settlement Agreement is attached hereto as Exhibit 1.

Pursuant to Labor Code § 2699(1)(2), the Court has reviewed the Settlement Agreement and finds the proposed settlement of PAGA claims to be fair and reasonable.

- b) All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement executed by the Parties and filed with this Court.

- ~~c) The Court approves the Settlement Agreement and confirms the release and waiver of~~

1 ~~claims provided therein. Upon entry of this Order, the Parties shall effectuate and act in~~
2 ~~accordance with all terms of the Settlement Agreement.~~

3 ~~d) Pursuant to the terms of the Settlement Agreement, the Court approves the PAGA Payment~~
4 ~~in the amount of \$140,000.00. 75% of the PAGA Payment will be allocated and paid to the~~
5 ~~California Labor and Workforce Development Agency (\$47,887.50). 25% of the PAGA~~
6 ~~Payment will be allocated and distributed amongst the 33 alleged aggrieved employees~~
7 ~~(\$15,962.50).~~

8 c) The Aggrieved Employees encompassed by the Settlement are all current and former
9 employees of Defendants who worked as non-exempt employees at any time during the
10 PAGA Period (April 14, 2020, through October 19, 2023). The total number of Aggrieved
11 Employees is thirty-three (33).

12 d) The Court approves the form and content of the "“Notice of Estimated Individual PAGA
13 Settlement Payment”” which was submitted to the Court on ~~October 30, 2025~~March 19,
14 2026, and is attached hereto as Exhibit 2.

15 e) The Court approves Phoenix Settlement Administrators as the Settlement Administrator
16 and awards \$2,650 from the Gross Settlement Amount for payment of settlement
17 administration services.

18 f) The Court approves Pimentel Law, P.C., as PAGA Counsel and awards \$32,500 in
19 attorney’s fees, which ~~is~~represents 25% of the Gross Settlement Amount.

20 g) The Court orders the Parties and the Settlement Administrator to administer the settlement
21 in accordance with the terms of the Settlement Agreement.

22 h) The total sum of the PAGA “Gross Settlement Amount” is \$130,000, which will be
23 allocated as follows:

- 24 (i). ~~(1)~~\$90,044.24 for payment of civil penalties under the PAGA (75% of
25 which (\$67,533.18) will be paid to the LWDA, and 25% of which
26 (\$22,511.06) will be paid to the aggrieved employees); ~~(2)~~
27 (ii). \$2,650 for settlement administration expenses; ~~(3)~~
28 (iii). \$4,805.76 reimbursement for Plaintiff’s litigation costs; and ~~(4)~~

(iv). \$32,500 for Plaintiff's statutory attorneys' fees.

~~e)j)~~ Pursuant to ~~C.C.P. §664.6, the Court retains jurisdiction to enforce~~ Code of Civil Procedure section 664.6, this Court shall have and retain continuing jurisdiction over this action to enforce the terms of the Settlement Agreement ~~the terms of the Parties' agreement.~~

~~f)j)~~ Other than as expressly provided in the Settlement Agreement, both Parties shall bear their own costs and fees.

~~g)k)~~ The ~~dismissal~~ Judgment does not extend to or otherwise affect the ability of an aggrieved employee to bring individual, non-representative claims against ~~the defendant~~ Defendants for alleged violations of the Labor Code.

~~h)l)~~ Pursuant to Labor Code ~~§section~~ 2699(1)(3), Plaintiff shall submit a copy of this Order and Judgment to the LWDA within 10 days of ~~entry of this Order~~ its entry.

m) The date for the Final Accounting hearing is scheduled for August 15, 2028, at 9:00 AM, and the deadline for filing a report concerning the amount of money distributed and/or uncashed is August 2, 2028, or nine (9) court days before the hearing addressing the status of the settlement administration.

~~i)n)~~ Judgment is entered as set forth herein, and the PAGA Action is DISMISSED WITH PREJUDICE. ~~concluded~~

o) The Settlement Administrator shall provide notice of the entry of this Order and Judgment to the Aggrieved Employees by mail and/or email where available, and by posting a copy on a dedicated settlement website maintained by the Administrator for a period of not less than 180 days.

IT IS SO ORDERED.

Dated: _____

THE HONORABLE MELISSA MCCORMICK

EXHIBIT 10

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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 30 N. Raymond Avenue, Suite 211, Pasadena, CA 91103.

☐ By placing true copies enclosed in a sealed envelope addressed to each addressee as follows:

☒ Electronically from my email address, MDP@PimentelLaw.com on the persons identified below at the following electronic service address: dbrodnax@nowlandlaw.com; khngai@nowlandlaw.com; caston@nowlandlaw.com; jedigges@nowlandlaw.com; jqtrinh@nowlandlaw.com; wjnorton@nowlandlaw.com; pagainfo@dir.ca.gov;

Counsel for Defendants Day & Nite Doors, Inc., Nicholas Alexander Christy, and Melanie Ann Christy

☐ I deposited each envelope in the mail at Pasadena, California, with postage thereon fully prepaid.

☐ I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses above. I placed the envelope or package for collection and overnight delivery at an office or regularly utilized drop box of the overnight delivery carrier.

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

Kippen

- 1 -