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MARK RYCHLIK

SUPERIOR COURT OF THE STATE 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 ANN CHRISTY, an individual, and DOES 1 through 20 inclusive,

Defendants.

Case Number: 30-2021-01207960-CU-OE-CXC

**PLAINTIFF’S NOTICE OF MOTION
AND MOTION FOR APPROVAL OF
PAGA SETTLEMENT; MEMORANDUM
OF POINTS & AUTHORITIES;
DECLARATION OF YESENIA L.
RODRIGUEZ**

Date: September 12, 2024

Time: 2:00 p.m.

Dept.: CX104

Action Filed: June 29, 2021

Trial Date: None

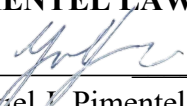
PLEASE TAKE NOTICE that on September 12, 2024 at 2:00 p.m., or as soon thereafter as the matter may be heard in department CX104 of the above-entitled Court, located at 751 West Santa Ana Blvd., Santa Ana, California 92701, Plaintiff Mark Rychlik will and hereby does move for an order approving the parties’ PAGA settlement.

This Motion will be based upon the attached memorandum of points and authorities, the

1 declaration of Yesenia L. Rodriguez, exhibits, all pleadings and records on file herein, all facts and
2 other matters of which this Court may take judicial notice, and such other oral and documentary
3 evidence as may be presented at hearing on this Motion.

4 **PIMENTEL LAW, P.C.**

5 Dated: April 19, 2024

By: 

Gabriel J. Pimentel, Esq.
Yesenia L. Rodriguez, Esq.
Attorney for Plaintiff

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Mark Rychlik seeks Court approval of the parties' Private Attorneys General Act
4 ("PAGA") settlement on the ground that it is fair to those affected and achieves the objectives of
5 the PAGA.

6 **II. FACTS AND PROCEDURAL HISTORY**

7 This is a wage and hour case, wherein Plaintiff alleges that Defendants failed to reimburse
8 for tool purchases, pay minimum wage, pay overtime, furnish compliant wage statements, provide
9 meal and rest periods and timely pay wages. Plaintiff further asserts a PAGA cause of action, and
10 an unfair competition claim. Plaintiff worked as a Garage Door Technician from February 6, 2021
11 to March 18, 2021. Plaintiff's job duties included installing and repairing garage doors.

12 As of the date of this Motion, there are approximately 33 aggrieved employees. Collectively
13 the 33 aggrieved employees worked 1,404 pay periods between April 14, 2020 and October 19,
14 2023.

15 On April 14, 2021, Plaintiff submitted Notice to the Labor & Workforce Development
16 Agency (LWDA), Day & Nite Doors, Inc., Nicholas Christy and Melanie Christy of Labor Code
17 violations they allegedly committed against Plaintiff and other alleged aggrieved employees.
18 (Exhibit 1: PAGA Notice).

19 On June 29, 2021, Plaintiff filed this PAGA action against Defendants alleging (1) failure
20 to reimburse for business expenditures; (2) failure to pay minimum wage, (3) failure to pay
21 overtime, (4) failure to furnish compliant wage statements failure; (5) to provide uninterrupted
22 meal and rest periods, (6) failure to timely pay earned wages, and (7) willful failure to pay wages.

23 On January 21, 2022, Plaintiff received Defendants' discovery responses. On July 19,
24 2022, after meeting and conferring, Plaintiff received supplemental discovery responses which
25 included document production. The document production contained the aggrieved employees
26 wage statements, time records, employee handbook and its policies related to meal and rest
27 periods.
28

1 On October 19, 2023, the parties engaged in a full-day mediation with Craig Ackermann
2 from, which resulted in a proposed global settlement of Plaintiff's individual and PAGA claims.
3 (Exhibit 2: PAGA Settlement & Release).

4 On April 19, 2024, Plaintiff electronically submitted a copy of this Motion for Approval
5 of PAGA Settlement and Proposed Order to the LWDA on its portal. (Exhibit 3: Proof of LWDA
6 Submission).

7 **III. PAGA SETTLEMENT TERMS**

8 **a. Aggrieved Employees Defined**

9 The aggrieved employees who are encompassed by this settlement are all current and
10 former employees of Defendants who worked as nonexempt employees at any time between April
11 14, 2020 and October 19, 2023. The total number of aggrieved employees is approximately 33.

12 **b. Allocation of Settlement Sum**

13 The total sum of the global settlement is \$140,000 ("Gross Settlement Fund"), which,
14 subject to Court approval, will be allocated as follows: (1) \$63,850.00 for payment of civil
15 penalties under the PAGA (75% of which—or \$47,887.50—will be paid to the LWDA and 25%
16 of which—or \$15,962.50—will be paid to the 33 aggrieved employees), (2) \$2,650 for settlement
17 administration expenses, (3) up to \$7,500 reimbursement of Plaintiff's litigation costs, (4) \$10,000
18 individual payment to the PAGA representative to settle his individual claims in this action and in
19 exchange for Plaintiff's general release of all claims, (5) \$56,000 for Plaintiff's statutory attorneys'
20 fees. The total time spent in connection with this litigation to date is no less than 170 hours, for a
21 total of over \$65,815 in attorneys' fees.

22 **c. Administration of Payments**

23 The parties have agreed to use Phoenix Settlement Administrators to administer payment
24 of the Gross Settlement Fund. Within 7 calendar days of receipt of Court approval, Defendants
25 will provide the administrator with the initial installment of \$10,000 to fund the Gross Settlement.
26 An additional \$10,000 payment will be made directly to Plaintiff, 7 days after the Court has granted
27 approval. Thereafter, Defendants will continue making \$5,000 monthly installments to the
28 administrator. Once the administrator receives \$95,000, which includes the \$10,000 initial

1 disbursement, the administrator will initiate the first disbursement. The initial disbursement of the
2 Gross Settlement Fund will include payment to the aggrieved employees, payment of litigation
3 costs, attorney's fees, settlement administration costs, Plaintiff's individual payment, and one
4 installment to the LWDA for \$2,887.50. Then, Defendants will continue making monthly
5 installments to the administrator for \$2,500, which will be paid to the State of California. The
6 portion allocated to the LWDA will be completely paid off after 18 months.

7 If the Court approves a payment of less than this amount and/or the actual amount incurred
8 by the Settlement Administrator is less than \$2,650, the difference will be added to the Net
9 Settlement Amount.

10 **d. Notice to Aggrieved Employees**

11 Within 10 calendar days after PAGA approval has been granted, Defendants will provide
12 the administrator with the aggrieved employees data, which includes full names, last known
13 address, total number of pay periods worked during the PAGA period, and social security number.
14 The administrator shall run all the addresses provided through the United States Postal Service
15 NCOA database to obtain current address information.

16 The administrator will then have 7 days to circulate an anonymized spreadsheet containing
17 the expected settlement payment to each aggrieved employee. After counsel for both parties have
18 agreed regarding the payment calculations provided by the administrator, the administrator will
19 have 2 calendar days to mail the explanatory letter (after the \$85,000 has been funded by
20 Defendants, which is approximately 15 months after PAGA approval has been granted) together
21 with a settlement payment to all aggrieved employees by first-class United States mail, postage
22 prepaid, with directions to the Postmaster to forward the Notice and return all undeliverable Notices
23 to the Settlement Administrator.

24 For each Notice of PAGA Settlement and settlement payment that is returned as
25 undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved
26 Employee by performing an additional skip trace and shall re-mail the Notice and settlement check.
27
28

1 **e. Uncashed Checks**

2 Settlement checks will specify that they are void if not negotiated within 180 days of their
3 issuance and will be voided if they are not cashed within that time period. The Settlement
4 Administrator will remit the entire amount of each PAGA aggrieved employees' uncashed
5 Individual Settlement Payment to the California State Controller for deposit in the Unclaimed
6 Property Fund in the name of the PAGA Aggrieved Employees to whom the uncashed Individual
7 Settlement Payment was issued.

8 **f. Scope of Release**

9 The scope of the release, as outlined in the Settlement Agreement under PAGA released
10 claims, include any and all claims relating to any and all facts and claims asserted or that could
11 have been asserted in the Action under PAGA, during the PAGA period. The claims include but
12 are not limited to any and all claims for PAGA penalties for violations of the California Labor
13 Code governing; meal and rest breaks; minimum wages, overtime and double time wages, expense
14 reimbursement; late payment of wages; failure to properly record and maintain employment
15 records; waiting time penalties; meal and rest period penalties; wage statement violations;
16 separation pay violations; and unfair business practices.

17 **IV. PLAINTIFF'S INDIVIDUAL SETTLEMENT TERMS**

18 **a. Nature of Unpled Claims Released**

19 Plaintiff has individual causes of action for unpaid overtime, minimum wage, business
20 expense reimbursement, wage statement violations, meal and rest period violations, and willful
21 failure to pay wages as explained in Section IV. b. below.

22 **b. Value of Each Individual Claim Released by Plaintiff**

23 The total value of the wage claims released by Plaintiff is \$22,761.45, plus no less than
24 \$2,276 in prejudgment interest, for a total of \$25,037.14 as explained below. *Bell v. Farmers Ins.*
25 *Exchange*, 135 Cal.App.4th 1138, 1150 (2006) ("we conclude that the trial court properly applied
26 the 10 percent prejudgment interest rate provided by Civil Code section 3289 to the accrual of
27 unpaid wages").
28

1 Plaintiff typically worked five days per week, for about 40 to 45 hours per week. He claims
2 that on average, he failed to receive a compliant meal period on about 20 days per month and a
3 rest period about 20 days per month. Based on this information, the total value of his individual
4 wage claims are as follows: (1) meal period premiums: \$595 (35 missed meal periods x \$17 per
5 hour); (2) rest period premiums: \$595 (35 missed rest periods x \$17 per hour); (3) wage statement
6 penalties: \$350 (7 pay periods x \$50); (4) wait time penalties: \$2,720 (30 days wages); (5)
7 minimum wage \$17,280 (failure to provide double minimum wage for use of tools as required by
8 IWC Wage Order No. 1–2001 § 9); and (6) and tool reimbursement: \$1,221.45.

9 The general release of known and unknown claims that Plaintiff is releasing has a value of
10 somewhere between \$2,500 and \$5,000 because Plaintiff is not presently aware of any facts that
11 would constitute any further causes of action against Defendant. However, that is not to say that
12 at some point in the future, Plaintiff might learn of some facts that could warrant additional legal
13 action against Defendant, but which would be released by virtue of his general release.

14
15 **c. Form and Value of Consideration Paid to Plaintiff**

16 The consideration being paid to Plaintiff in exchange for his general release of all claims
17 known and unknown, including his individual wage claims, is \$10,000.

18 **d. Total Amount of Monetary Consideration, How Calculated and to Whom**
19 **Paid**

20 The \$10,000 monetary consideration was calculated by adding the total value of Plaintiff's
21 individual wage claims and the value of the general release of unknown claims, then discounting
22 it to account for the possibility that he would not obtain all damages sought in his wage claims and
23 might not have any unknown claims that have any value.

24 **V. LEGAL STANDARD FOR APPROVING PAGA SETTLEMENT**

25 "The superior court shall review and approve any settlement of any civil action filed
26 pursuant to this part." Lab. Code § 2699 (l) (2). Class action "requirements need not be met when
27 an employee's representative action against an employer is seeking civil penalties under the Labor
28 Code Private Attorneys General Act of 2004." *Arias v. Superior Court*, 46 Cal.4th 969, 975 (2009).

1 The court’s task in determining whether to approve a PAGA settlement is to “ensur[e] that any
2 negotiated resolution is fair to those affected.” *Williams v. Superior Court of L.A. Cnty.*, 3 Cal.5th
3 531, 549 (2017). “The Court must evaluate ... the adequacy of the settlement in view of the
4 purposes and policies of PAGA,” which is to create “a deterrent effect upon the defendant
5 employer and other employers.” *O’Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D.
6 Cal. 2016).¹ Thus, in determining whether to approve a PAGA settlement, the focus is not on the
7 amount of compensation received by aggrieved employees, but rather, whether the total settlement
8 achieves PAGA’s policy of deterrence.

9 Although class action procedures need not be met when approving a PAGA settlement, in
10 the class action context, the reasonableness of a settlement is determined with an “understanding
11 of the amount that is in controversy and the realistic range of outcomes of the litigation.” *Kullar*
12 *v. Foot Locker Retail*, 168 Cal.App.4th 116, 120 (2008). A settlement is fair if the “consideration
13 being paid for the release of those claims represents a reasonable compromise.” *Munoz v. BCI*
14 *Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 408 (2010). “Ultimately, the trial court’s
15 determination is nothing more than an amalgam of delicate balancing, gross approximations and
16 rough justice.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). “Neither the trial court
17 nor this court is to reach any ultimate conclusions on the contested issues of fact and law which
18 underlie the merits of the dispute, for it is the very uncertainty of outcome in litigation and
19 avoidance of wasteful and expensive litigation that induce consensual settlements. In other words,
20 the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits.”
21 *7-Eleven Owners For Fair Franchising*, 85 Cal.App.4th, 1135, 1145 (2000). “The proposed
22 settlement is not to be judged against a hypothetical or speculative measure of what might have
23 been achieved had plaintiffs prevailed at trial.” *Wershba v. Apple Computer Inc.*, 91 Cal.App.4th
24 224, 246 (2001).

25 “The court must stop short of the detailed and thorough investigation that it would
26 undertake if it were actually trying the case.” *Clark v. American Residential Services LLC*, 175

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¹ “In the absence of California law on the subject, California courts look to federal authority.” *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 fn.7 (1996).

Cal.App.4th 785, 799 (2009). “A settlement need not obtain 100 percent of the damages sought in order to be fair and reasonable. (See *Rebney v. Wells Fargo Bank, supra*, 220 Cal.App.3d at p. 1139 [settlements found to be fair and reasonable even though monetary relief provided was ‘relatively paltry’]; *City of Detroit v. Grinnell Corp., supra*, 495 F.2d at p. 455 [settlement amounted to only ‘a fraction of the potential recovery’].) Compromise is inherent and necessary in the settlement process.” *Wershba*, 91 Cal.App.4th at 250. “The very essence of a settlement is compromise, ‘a yielding of absolutes and an abandoning of highest hopes.’” *Officers for Justice v. Civil Service Comm’n*, 688 F.2d 615, 624 (9th Cir. 1981). There is a “strong judicial policy that favors settlements, particularly where complex class action litigation is concerned.” *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992).

VI. THE SETTLEMENT IS FAIR TO THOSE AFFECTED AND ACHIEVES THE OBJECTIVES OF THE PAGA

a. PAGA Provides for Default Penalty Rate of \$100 Per Violation

California Labor Code § 2699.3 (c) authorizes an aggrieved employee to bring a representative action for the collection of civil penalties on behalf of himself and other employees against an employer who has committed Labor Code violations against them. “The civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” Lab. Code § 2699 (f) (2). The statute of limitations for collecting civil penalties is 12 months. Civ. Proc. Code § 340 (a). “In any action by an aggrieved employee seeking recovery of a civil penalty available under subdivision (a) or (f), a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Lab. Code § 2699 (e) (2).

According to *Amaral v. Cintas Corp.*, 163 Cal.App.4th 1157, 1209 (2008), “a ‘subsequent’ violation (which carries a double penalty) must refer to something other than an underpayment that occurs after the first pay period. Although common sense might suggest a ‘subsequent’ violation is nothing more than a violation that occurs at a later point in time after an ‘initial’ violation, this definition is inadequate because the statutes provide for multiple penalties for ‘each

1 failure to pay each employee' incurred in an initial violation. Until the employer has been notified
2 that it is violating a Labor Code provision (whether or not the commissioner or court chooses to
3 impose penalties), the employer cannot be presumed to be aware that its continuing underpayment
4 of employees is a 'violation' subject to penalties. However, after the employer has learned its
5 conduct violates the Labor Code, the employer is on notice that any future violations will be
6 punished just the same as violations that are willful or intentional — i.e., they will be punished at
7 twice the rate of penalties that could have been imposed or that were imposed for the initial
8 violation.”

9 Here, there was no evidence that prior to the filing of this suit, that a court or Labor
10 Commissioner had found Day & Nite Doors, Inc. to have violated any of the Labor Code
11 provisions that were alleged in Plaintiff's PAGA suit. As such, if the *Amaral* decision is controlling
12 in PAGA actions, Day & Nite Doors, Inc.'s alleged violations of the Labor Code would be subject
13 to civil penalties at a maximum \$100 rate, subject to a discretionary reduction.

14 **b. Nature of Alleged Violations**

15 Failure to reimburse claim: Plaintiff alleged that the use of personal tools was a
16 necessity for the garage door technician position because Defendants failed to supply their
17 employees with all tools necessary to perform their jobs. He also claims that he was never
18 reimbursed by Defendants for the use of his tools.

19 Minimum wage and overtime claims: Plaintiff alleged that employees were required to
20 work off the clock and that some of those hours were eligible for overtime compensation.
21 Plaintiff alleged that he frequently worked through the lunch hour but was instructed by
22 supervisors to note that a meal period was taken. Additionally, Plaintiff alleged that certain
23 projects would take longer than the expected completion time and was also instructed by
24 supervisors to incorrectly note the time he left the jobsite.

25 Wage statement claim: Plaintiff alleged that because none of the off-the-clock hours
26 worked by technicians was recorded on their wage statements, Defendants therefore failed to
27 furnish wage statements that contained the correct amount of gross wages earned in violation
28 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).

Meal period claims: Plaintiff alleged that because of understaffing and management's demanding expectations, technicians were not authorized or permitted to take uninterrupted meal periods for every five hours worked. He claims that they regularly worked through meal periods, had meal periods interrupted by supervisors, and had to take their meal period while en route to the next job site. Furthermore, Plaintiff alleged that he was instructed by supervisors to note on his timecards that he received complaint meal periods.

Rest period claims: Plaintiff also alleged that technicians failed to take rest periods because the demands of the job and expectations of the supervisors prevented it. He alleged that management expected that technicians would work through their breaks to complete job assignments more quickly.

Failure to timely pay wages: Plaintiff alleged that because the sums due for technicians' overtime and minimum wage were never paid, technicians were therefore not paid all wages earned by the seventh calendar day following the close of their pay periods.

Willful failure to pay wages claim: Plaintiff alleged that none of the technicians whose employment separated with the company were ever paid any of their due wages.

c. Number of Alleged Violations

The total aggregate number of pay periods worked by all 33 aggrieved employees between April 14, 2020 and October 19, 2023 was 1,404. If Plaintiff were to have proven that each and every aggrieved employee was subjected to a minimum wage, overtime, meal period, rest period, reimbursement, wage statement and failure to timely pay wages violation on each of the 1,404 aggregate pay periods that they worked during the PAGA period, the number of violations committed would have been 9,828. As to the 27 aggrieved employees whose employment separated at some point during the PAGA period, if Plaintiff were to have proven that Defendants willfully failed to pay each of them all due wages within the time required by Labor Code § 201-202, that would have given rise to 27 violations. Thus, the maximum

1 aggregate number of violations that Defendants allegedly violated was 9,855.

2 **d. Total Amount of Potential Penalties Liability**

3 If the Court were to apply the \$100 default penalty rate for all Labor Code violations
4 pled, the total amount of penalties for which Defendants would be liable if all allegations were
5 proven true would be \$985,500.

6 **e. Total Amount of Penalties Defendant Likely to Have Been Found Liable for**
7 **at Trial**

8 The total amount of penalties that Defendants would likely have been found liable for
9 at trial would have been approximately \$492,750. However, for the reasons discussed Section
10 IV. g. below, the Court would have likely applied a discretionary reduction in penalties under
11 LAB. CODE § 2699 (e) (2), which could have reduced the total penalties award by anywhere from
12 10%-90%.

13 The only evidence of widespread, systematic Labor Code violations committed by
14 Defendants against its employees during the PAGA period that Plaintiff uncovered was as to its
15 technicians, which totaled 32 individuals. This is because the other 1 non-technician employee
16 (administration staff) had vastly different job duties and performance expectations. Indeed,
17 administration staff was not required to work in the field using their own tools. Thus, any Labor
18 Code violations committed against the 1 non-technician employee during the PAGA period
19 would have been isolated occurrences, as opposed to part of the larger pattern and practice of
20 Labor Code violations that were committed against technicians employed by Defendants.

21 As to meal and rest period claims, witnesses largely corroborated Plaintiff's allegations
22 that technicians were not authorized or permitted to take compliant meal and rest periods and
23 were often forced to take their lunch while en route to the next work site. However, there was
24 some divergence of opinion by a witnesses as to whether the demands of the job forced him to
25 skip his meal and rest periods. Most witnesses stated that technicians rarely, if ever received
26 compliant meal periods for every five hours worked or rest periods for every four hours worked,
27 while a minority of them stated that they routinely took them. Thus, while Plaintiff believes that
28

1 he would have proven meal and rest period violations at trial, it is uncertain how many pay
2 periods the Court would have found the violations to have occurred.

3 There was also some divergence in opinion among witnesses interviewed as to how
4 frequently technicians worked off the clock after the conclusion of their regularly scheduled
5 shifts. Some witnesses characterized it as something that occurred once or twice a week, while
6 others characterized it as occasional or infrequent. Thus, while Plaintiff believes that he would
7 have proven minimum wage and overtime off-the-clock violations at trial, it is uncertain how
8 many pay periods the Court would have found the violations to have occurred.

9 Also, the witness interviewed overwhelmingly corroborated the allegation that
10 technicians were required to use their own personal tools while working out in the field and were
11 not reimbursed by Defendants for their tool expenditures. Thus, Plaintiff believes that he would
12 have proven the tool reimbursement claims at trial.

13 Based on the foregoing, Plaintiff likely would have shown a violation rate of about
14 50% as to the 32 technicians, for a total of \$426,300 in penalties. The total amount of penalties
15 that likely would have been proven at trial would have been \$429,000.

16
17 **f. Likelihood of Violations Would Have Been Proven to be Knowing and**
18 **Intentional**

19 There would have been a nearly 50/50 likelihood that the violations would have been
20 proven to be knowing and intentional. On the one hand, the violations against Defendants'
21 technicians were so widespread and pervasive that it would have been very difficult for
22 ownership to credibly deny that it was not aware of the violations. In addition, virtually all
23 supervisors were aware of the ongoing violations because they participated and/or directed them
24 to occur. On the other hand, there was some variation regarding the frequency of violations or
25 whether certain violations even occurred. Additionally, Defendants produced facially compliant
26 off-the-clock, meal and rest period policies, which prohibited off-the-clock work and required
27 employees to take meal and rest periods. Thus, the defense could argue that it took all reasonable
28 steps to prevent violations.

1
2 **g. Facts Indicating that Imposition of Penalties Would be Unjust, Arbitrary,**
3 **Confiscatory or Oppressive**

4 As discussed above, there was evidence that the company had written, facially
5 compliant off-the-clock, meal and rest period policies, and therefore seemingly took reasonable
6 steps to prevent violations. Further, the Court might take into account the extent to which some
7 of the technicians might have acted outside of written policies in order to complete job
8 assignments more efficiently.

9 **h. How Agreed Upon Penalties Were Calculated**

10 As discussed above, the 33 aggrieved employees worked a total of approximately 1,404
11 pay periods between April 14, 2020 and October 19, 2023. If we were to multiply that by \$700,
12 the approximate total amount of penalties would be \$982,800. If we multiply that amount by
13 50%, we arrive at \$491,400. However, a more appropriate calculation requires the exclusion of
14 the non-technician aggrieved employee's pay periods, which totaled 186. As such, the pay
15 periods at issue, which comprise of the technician aggrieved employees, is 1,218. Thus, if we
16 take the formula discussed above (multiply pay periods by \$700 and multiply that amount by
17 50%), we arrive at \$426,300 in penalties. Finally, you add the \$2,700 in penalties assessed for
18 wait-time penalties for the aggrieved employees who have since separated from the company
19 (27) and you arrive at the final penalties calculation-\$429,000.

20
21 **i. Other Relevant Factors**

22 The fact that none of the 33 alleged aggrieved employees ever brought their own
23 individual suit since this action was filed demonstrates an indifference by them to the amount of
24 the settlement or penalty allocation. Also, to the extent that the LWDA does not object to this
25 proposed settlement, this further militates in favor of settlement approval.

26 **VII. AGGRIEVED EMPLOYEES WILL NOT BE PREJUDICED BY DISMISSAL**
27 **OF PAGA CLAIM**

28 With respect to PAGA judgments, nonparty employees are "not be bound by the judgment

as to remedies other than civil penalties.” *Arias v. Superior Court*, 46 Cal.4th 969, 987 (2009). As such, aggrieved employees will not be prejudiced by a dismissal of this action because that dismissal will not bar them from seeking their own individual remedies against Defendants for any of the Labor Code violations that have been released as part of the parties’ PAGA settlement. Further, there are no other known pending actions that would be affected by Plaintiff’s release of PAGA claims in this suit.

VIII. THE SETTLEMENT PROVIDES FOR REASONABLE ATTORNEY’S FEES & COSTS

a. CCP § 1021.5’s Private Attorney General Statute

“When a number of persons are entitled in common to a specific fund, and an action brought by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such plaintiff or plaintiffs may be awarded attorney’s fees out of the fund.” *Laffitte v. Robert Half Int’l Inc.*, 1 Cal.5th 480, 497 (2016); CIV. PROC. CODE § 1021.5. Formal intervention is unnecessary to obtain section 1021.5 fees. *People v. Investco Mgmt. & Dev. LLC*, 22 Cal.App.5th 443, 459 (2018).

b. Common Fund Doctrine

“California has long recognized, as an exception to the general American rule that parties bear the costs of their own attorneys, the propriety of awarding an attorney fee to a party who has recovered or preserved a monetary fund for the benefit of himself or herself and others. In awarding a fee from the fund or from the other benefited parties, the trial court acts within its equitable power to prevent the other parties’ unjust enrichment. Because it distributes the cost of hiring an attorney among all the parties benefitted, a common fund fee award has sometimes been referred to as ‘fee spreading. Class action litigation can result in an attorney fee award pursuant to a statutory fee shifting provision or through the common fund doctrine when ... a class settlement agreement establishes a relief fund from which the attorney fee is to be drawn.” *Lofton v. Wells Fargo Home Mortg.*, 238 Cal.Rptr.3d 626, 639-40 (2018).

“The common fund doctrine provides that a private plaintiff, or his attorney, whose

1 efforts create, discover, increase or preserve a fund to which others also have a claim is entitled
2 to recover from the fund the costs of his litigation, including attorneys' fees. The doctrine is
3 employed to realize the broadly defined purpose of recapturing unjust enrichment. That is, the
4 doctrine is designed to spread litigation costs proportionately among all the beneficiaries so that
5 the active beneficiary does not bear the entire burden alone and the 'stranger' beneficiaries do
6 not receive their benefits at no cost to themselves." *Vincent v. Hughes Air West, Inc.*, 557 F.2d
7 759, 769 (9th Cir. 1977).

8 **c. Fees Awarded in Representative Actions Should be Comparable to**
9 **Percentages Charged in Marketplace**

10 "The amount of attorney fees typically negotiated in comparable litigation should be
11 considered in the assessment of a reasonable fee in representative actions in which a fee
12 agreement is impossible. Given the unique reliance of our legal system on private litigants to
13 enforce substantive provisions of law through class and derivative actions, attorneys providing
14 the essential enforcement services must be provided incentives roughly comparable to those
15 negotiated in the private bargaining that takes place in the legal marketplace, as it will otherwise
16 be economic for defendants to increase injurious behavior. In defining a 'reasonable fee' in such
17 representative actions the law should mimic the market." *Lealao v. Beneficial California Inc.*, 82
18 Cal.App.4th 19, 47-48 (2000); *Chavez v. Netflix*, 162 Cal.App.4th 43, 65 (2008) (noting the trial
19 court's finding that 20%-40% encompassed the range of contingency fee percentages found in
20 the marketplace).

21 **d. Courts Should Provide Fee Enhancement in Contingency Litigation**

22 "The multiplier for contingent risk brings the financial incentives for attorneys
23 enforcing important constitutional rights into line with incentives they have to undertake claims
24 for which they are paid on a fee-for-services basis. Applying a fee enhancement does not
25 inevitably result in a windfall to attorneys: Under our precedents, the unadorned lodestar reflects
26 the general local hourly rate for a *fee-bearing case*; it does *not* include any compensation for
27 contingent risk, extraordinary skill, or any other factors a trial court may consider under *Serrano*
28

1 III. The adjustment to the lodestar figure, e.g., to provide a fee enhancement reflecting the risk
2 that the attorney will not receive payment if the suit does not succeed, constitutes earned
3 compensation; unlike a windfall, it is neither unexpected nor fortuitous. Rather, it is intended to
4 approximate market-level compensation for such services, which typically includes a premium
5 for the risk of nonpayment or delay in payment of attorney fees.” *Greene v. Dillingham*
6 *Construction N.A., Inc.*, 101 Cal.App.4th 418, 426-27 (2002). “Multipliers can range from 2 to
7 4 or even higher.” *Wershba v. Apple Computers, Inc.*, 91 Cal.App.4th 224, 255 (2001).

8 **e. Parties in Representative Actions are Permitted to Choose Proper**
9 **Allocation of Attorneys’ Fees to Reflect Amount that Defendant Would**
10 **Have Been Obligated to Pay Had Plaintiff Prevailed**

11 “Even where the parties do not specifically agree to the amount of attorney fees, the
12 defendant usually has a fairly good idea of the range of fees that will be sought and the
13 approximate amount likely to be awarded. The value of the benefit a settling defendant is willing
14 to confer on the class — either through the establishment of a separate fund or in some other way
15 — will therefore invariably be influenced by the amount of fees it *would* be obliged, or estimates
16 it *would* be obliged, to pay class counsel *if it did so directly*.” *Apple Computer, Inc. v. Superior*
17 *Court*, 126 Cal.App.4th 1253, 1269 (2005). Thus, “it is well settled that the parties to a lawsuit
18 may negotiate a settlement according to which the defendant makes a lump-sum payment
19 embracing both monetary relief to the plaintiff and attorney’s fees liability. The device of a lump-
20 sum settlement is normally used in class action cases governed by a fee-shifting statute which, if
21 the plaintiffs were to prevail at trial, might permit them to obtain substantial fees directly from
22 the defendant in addition to the amount of any judgment.” *Apple Computer, Inc.*, 126 Cal.App.4th
23 at 1269.

24
25 Over the past 32 months, Plaintiff propounded multiple sets of written discovery,
26 consisting of document demands, special interrogatories and form interrogatories, which required
27 Plaintiff to meet and confer regarding supplemental responses. Further, Plaintiff has taken
28 numerous recorded witness interviews and taken several depositions. In addition, Plaintiff’s

1 counsel has reviewed and analyzed 3,311 pages of documents produced by the defense, plus
2 hundreds of additional pages of materials provided by Plaintiff. In addition, the parties prepared
3 for and attended a full-day mediation. As detailed in the contemporaneous time records produced
4 herewith, Plaintiff's counsel has spent no less than 186 hours of work in connection with this case,
5 for a total of over \$64,065 in attorney's fees and nearly \$6,400 in litigation costs to date. (Exhibit
6 4: Itemized Time and Expense Detail). This figure does not take into account the lodestar multiplier
7 that Plaintiff could have received if the case would have been tried. Further, Plaintiff anticipates
8 spending an additional 15 hours of work after the filing of this Motion, including preparing for and
9 attending the hearing on this Motion, and, assuming the Court approves the settlement, post
10 settlement obligations to implement the terms of the settlement.

11 The proposed \$64,065 allocation to attorney's fees and up to \$7,500 in litigation costs is
12 fair and reasonable given the result obtained on the PAGA claim and the amount of time, effort,
13 risk and expense incurred by Plaintiff's counsel to obtain the result. Based upon Plaintiff's
14 counsel's efforts, Plaintiff would have had a certain Judgment at trial regarding its tool
15 reimbursement claim, which would have entitled the firm to far more than \$64,065 in attorneys'
16 fees sought in this Motion.

17 Because Plaintiff's counsel takes only contingency cases, if the firm were not to receive
18 the full amount of attorneys' fees requested in the majority of cases, it would not be economically
19 feasible to undertake this type of representation in light of staffing costs and overhead required to
20 maintain this type of practice. Further, the rates charged by Plaintiff's counsel are in line with rates
21 charged by other employment litigators with similar experience. Additionally, Plaintiff's counsel
22 advanced nearly \$6,400 in litigation costs in this case, undertook the risk of never being
23 compensated for the work performed on the case and losing all out-of-pocket costs spent on the
24 litigation. Thus, based on inherent complexity of PAGA litigation, risk of nonpayment, time and
25 effort spent, expenses incurred, the anticipated delay in payment of attorneys' fees and
26 reimbursement of litigation costs and the good result obtained, the amount sought in attorneys'
27 fees is reasonable.
28

1 The fee agreement between Plaintiff's counsel and Plaintiff is a written contingency fee
2 agreement, whereby our firm agreed to advance all litigation costs and take a percentage of any
3 recovery that might be obtained in this matter. There is no fee-splitting agreement between our
4 firm and any other firm in connection with this case. As such, all attorneys' fees would be paid to
5 Plaintiff's counsel.

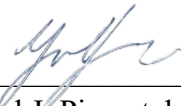
6 **IX. CONCLUSION**

7 Based on the above, Plaintiff respectfully requests that the Court grant his Motion for
8 approval.

9 **PIMENTEL LAW, P.C.**

10
11 Dated: April 19, 2024

12 BY: _____


13 Gabriel J. Pimentel, Esq.
14 Yesenia L. Rodriguez, Esq.
15 Attorneys for Plaintiff
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3 **DECLARATION OF YESENIA L. RODRIGUEZ**

4 I, Yesenia L. Rodriguez, declare as follows:

5 1. I am the attorney for the plaintiff in this action, and am a member in good standing
6 with the State Bar of California.

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

9 3. Plaintiff worked as a Garage Door Technician from February 6, 2021 to March 18,
10 2021. Plaintiff's job duties included installing and repairing garage doors.

11 4. As of the date of this Motion, there are approximately 33 aggrieved employees.
12 Collectively the 33 aggrieved employees worked 1,404 pay periods between April 14, 2020 and
13 October 19, 2023.

14 5. On April 14, 2021, Plaintiff submitted Notice to the Labor & Workforce
15 Development Agency (LWDA), Day & Nite Doors, Inc., Nicholas Christy and Melanie Christy
16 of Labor Code violations they allegedly committed against Plaintiff and other alleged aggrieved
17 employees. A true and correct copy of Plaintiff's PAGA Notice is attached hereto as Exhibit 1.

18 6. On June 29, 2021, Plaintiff filed this PAGA action against Defendants alleging (1)
19 failure to reimburse for business expenditures; (2) failure to pay minimum wage, (3) failure to
20 pay overtime, (4) failure to furnish compliant wage statements failure; (5) to provide
21 uninterrupted meal and rest periods, (6) failure to timely pay earned wages, and (7) willful
22 failure to pay wages. On March 8, 2021, Plaintiff propounded Special Interrogatories (Set One),
23 Form Interrogatories—Employment (Set One) and Requests for Production of Documents (Set
24 One) on Triangle Motors, Inc.

25 7. On January 21, 2022, Plaintiff received Defendants' discovery responses. On July
26 19, 2022, after meeting and conferring, Plaintiff received supplemental discovery responses
27 which included document production. The document production contained the aggrieved
28 employees wage statements, time records, employee handbook and its policies related to meal

1 and rest periods.

2 8. On October 19, 2023, the parties engaged in a full-day mediation with Craig
3 Ackermann from, which resulted in a proposed global settlement of Plaintiff's individual and
4 PAGA claims. A true and correct copy of the fully executed PAGA settlement agreement is
5 attached hereto as Exhibit 2.

6 9. On April 19, 2024, Plaintiff electronically submitted a copy of this Motion for
7 Approval of PAGA Settlement and Proposed Order to the LWDA on its portal. A true and
8 correct copy of a Proof of LWDA Submission is attached hereto as Exhibit 3.

9 10. The aggrieved employees who are encompassed by this settlement are all current
10 and former employees of Defendants who worked as nonexempt employees at any time
11 between April 14, 2020 and October 19, 2023. The total number of aggrieved employees is
12 approximately 33.

13 **Allocation of Settlement Sum**

14 11. The total sum of the global settlement is \$140,000 ("Gross Settlement Fund"),
15 which, subject to Court approval, will be allocated as follows: (1) \$63,850.00 for payment of
16 civil penalties under the PAGA (75% of which—or \$47,887.50—will be paid to the LWDA
17 and 25% of which—or \$15,962.50—will be paid to the 33 aggrieved employees), (2) \$2,650
18 for settlement administration expenses, (3) up to \$7,500 reimbursement of Plaintiff's litigation
19 costs, (4) \$10,000 individual payment to the PAGA representative to settle his individual
20 claims in this action and in exchange for Plaintiff's general release of all claims, (5) \$56,000
21 for Plaintiff's statutory attorneys' fees. The total time spent in connection with this litigation
22 to date is no less than 170 hours, for a total of over \$60,815 in attorneys' fees.

23 **Administration of Payments/Notice to Aggrieved Employees**

24 12. The parties have agreed to use Phoenix Settlement Administrators to administer
25 payment of the Gross Settlement Fund. Within 7 calendar days of receipt of Court approval,
26 Defendants will provide the administrator with the initial installment of \$10,000 to fund the
27 Gross Settlement. An additional \$10,000 payment will be made directly to Plaintiff, 7 days
28

1 after the Court has granted approval. Thereafter, Defendants will continue making \$5,000
2 monthly installments to the administrator. Once the administrator receives \$95,000, which
3 includes the \$10,000 initial disbursement, the administrator will initiate the first disbursement.
4 The initial disbursement of the Gross Settlement Fund will include payment to the aggrieved
5 employees, payment of litigation costs, attorney's fees, settlement administration costs,
6 Plaintiff's individual payment, and one installment to the LWDA for \$2,887.50. Then,
7 Defendants will continue making monthly installments to the administrator for \$2,500, which
8 will be paid to the State of California. The portion allocated to the LWDA will be completely
9 paid off after 18 months.

10
11 If the Court approves a payment of less than this amount and/or the actual amount
12 incurred by the Settlement Administrator is less than \$2,650, the difference will be added to the
13 Net Settlement Amount.

14 Within 10 calendar days after PAGA approval has been granted, Defendants will provide
15 the administrator with the aggrieved employees data, which includes full names, last known
16 address, total number of pay periods worked during the PAGA period, and social security
17 number. The administrator shall run all the addresses provided through the United States Postal
18 Service NCOA database to obtain current address information.

19 The administrator will then have 7 days to circulate an anonymized spreadsheet containing
20 the expected settlement payment to each aggrieved employee. After counsel for both parties have
21 agreed regarding the payment calculations provided by the administrator, the administrator will
22 have 2 calendar days to mail the explanatory letter (after the \$85,000 has been funded by
23 Defendants, which is approximately 15 months after PAGA approval has been granted) together
24 with a settlement payment to all aggrieved employees by first-class United States mail, postage
25 prepaid, with directions to the Postmaster to forward the Notice and return all undeliverable Notices
26 to the Settlement Administrator.
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1 For each Notice of PAGA Settlement and settlement payment that is returned as
2 undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved
3 Employee by performing an additional skip trace and shall re-mail the Notice and settlement check.

4 **Scope of Release**

5 13. The scope of the release, as outlined in the Settlement Agreement under PAGA
6 released claims, include any and all claims relating to any and all facts and claims asserted or
7 that could have been asserted in the Action under PAGA, during the PAGA period. The claims
8 include but are not limited to any and all claims for PAGA penalties for violations of the
9 California Labor Code governing: meal and rest breaks; minimum wages, overtime and double
10 time wages, expense reimbursement; late payment of wages; failure to properly record and
11 maintain employment records; waiting time penalties; meal and rest period penalties; wage
12 statement violations; separation pay violations; and unfair business practices.

14 14. The nature of the alleged violations are as follows:

15 15. Failure to reimburse claim: Plaintiff alleged that the use of personal tools was a
16 necessity for the garage door technician position because Defendants failed to supply their
17 employees with all tools necessary to perform their jobs. He also claims that he was never
18 reimbursed by Defendants for the use of his tools.

19 16. Minimum wage and overtime claims: Plaintiff alleged that employees were required
20 to work off the clock and that some of those hours were eligible for overtime
21 compensation. Plaintiff alleged that he frequently worked through the lunch hour but
22 was instructed by supervisors to note that a meal period was taken. Additionally,
23 Plaintiff alleged that certain projects would take longer than the expected completion
24 time and was also instructed by supervisors to incorrectly note the time he left the
25 jobsite.

26 17. Wage statement claim: Plaintiff alleged that because none of the off-the-clock hours
27 worked by technicians was recorded on their wage statements, Defendants therefore
28 failed to furnish wage statements that contained the correct amount of gross wages

1 earned in violation of Labor Code § 226 (a) (1), accurate total hours worked in
2 violation of Labor Code § 226 (a) (2), correct amount of net wages earned in violation
3 of Labor Code § 226 (a) (5), or accurate number of hours worked at each
4 corresponding hourly rate in violation of Labor Code § 226 (a) (9).

5 18. Willful failure to pay wages claim: Plaintiff alleged that none of the technicians
6 whose employment separated with the company were ever paid any of their due
7 wages.

8 19. Failure to timely pay wages: Plaintiff alleged that because the sums due for
9 technicians' overtime and minimum wage were never paid, technicians were
10 therefore not paid all wages earned by the seventh calendar day following the close
11 of their pay periods.

12 20. Meal period claims: Plaintiff alleged that because of understaffing and management's
13 demanding expectations, technicians were not authorized or permitted to take
14 uninterrupted meal periods for every five hours worked. He claims that they regularly
15 worked through meal periods, had meal periods interrupted by supervisors, and had
16 to take their meal period while en route to the next job site. Furthermore, Plaintiff
17 alleged that he was instructed by supervisors to note on his timecards that he received
18 complaint meal periods.

19 21. Rest period claims: Plaintiff also alleged that technicians failed to take rest periods
20 because the demands of the job and expectations of the supervisors prevented it. He
21 alleged that management expected that technicians would work through their breaks
22 to complete job assignments more quickly.

23 22. The total aggregate number of pay periods worked by all 33 aggrieved employees
24 between April 14, 2020 and October 19, 2023 was 1,404. If Plaintiff were to have
25 proven that each and every aggrieved employee was subjected to a minimum wage,
26 overtime, meal period, rest period, reimbursement, wage statement and failure to
27 timely pay wages violation on each of the 1,404 aggregate pay periods that they
28

1 worked during the PAGA period, the number of violations committed would have
2 been 9,828. As to the 27 aggrieved employees whose employment separated at some
3 point during the PAGA period, if Plaintiff were to have proven that Defendants
4 willfully failed to pay each of them all due wages within the time required by Labor
5 Code § 201-202, that would have given rise to 27 violations. Thus, the maximum
6 aggregate number of violations that Defendants allegedly violated was 9,855.

7 23. Plaintiff likely would have shown a violation rate of about 50% as to the 32
8 technicians, for a total of \$426,300 in penalties. The total amount of penalties that likely would
9 have been proven at trial would have been \$429,000.

10 24. The 33 aggrieved employees worked a total of approximately 1,404 pay periods
11 between April 14, 2020 and October 19, 2023. If we were to multiply that by \$700, the
12 approximate total amount of penalties would be \$982,800. If we multiply that amount by 50%,
13 we arrive at \$491,400. However, a more appropriate calculation requires the exclusion of the
14 non-technician aggrieved employee's pay periods, which totaled 186. As such, the pay periods
15 at issue, which comprise of the technician aggrieved employees, is 1,218. Thus, if we take the
16 formula discussed above (multiply pay periods by \$700 and multiply that amount by 50%), we
17 arrive at \$426,300 in penalties. Finally, you add the \$2,700 in penalties assessed for wait-time
18 penalties for the aggrieved employees who have since separated from the company (27) and you
19 arrive at the final penalties calculation-\$429,000.

20 25. Over the past 32 months, Plaintiff propounded multiple sets of written discovery,
21 consisting of document demands, special interrogatories and form interrogatories, which
22 required Plaintiff to meet and confer regarding supplemental responses. Further, Plaintiff has
23 taken numerous recorded witness interviews and taken several depositions. In addition,
24 Plaintiff's counsel has reviewed and analyzed 3,311 pages of documents produced by the
25 defense, plus hundreds of additional pages of materials provided by Plaintiff. In addition, the
26 parties prepared for and attended a full-day mediation. As detailed in the contemporaneous time
27 records produced herewith, Plaintiff's counsel has spent no less than 186 hours of work in
28

1 connection with this case, for a total of over \$65,815 in attorney's fees and nearly \$6,400 in
2 litigation costs to date. A true and correct copy of Plaintiff's Itemized Time and Expense Detail
3 are attached hereto as Exhibit 4.

4 26. The attorney fees do not take into account the lodestar multiplier that Plaintiff could
5 have received if the case would have been tried. Further, Plaintiff anticipates spending an
6 additional 15 hours of work after the filing of this Motion, including preparing for and attending
7 the hearing on this Motion, and, assuming the Court approves the settlement, post settlement
8 obligations to implement the terms of the settlement.

9 27. The proposed \$64,065 allocation to attorney's fees and up to \$7,500 in litigation
10 costs is fair and reasonable given the result obtained on the PAGA claim and the amount of time,
11 effort, risk and expense incurred by Plaintiff's counsel to obtain the result. Based upon Plaintiff's
12 counsel's efforts, Plaintiff would have had a certain Judgment at trial regarding is tool
13 reimbursement claim, which would have entitled the firm to far more than \$64,065 in attorneys'
14 fees sought in this Motion.

15 28. Because Plaintiff's counsel takes only contingency cases, if the firm were not to
16 receive the full amount of attorneys' fees requested in the majority of cases, it would not be
17 economically feasible to undertake this type of representation in light of staffing costs and
18 overhead required to maintain this type of practice. Further, the rates charged by Plaintiff's
19 counsel are in line with rates charged by other employment litigators with similar experience.
20 Additionally, Plaintiff's counsel advanced nearly \$6,400 in litigation costs in this case,
21 undertook the risk of never being compensated for the work performed on the case and losing
22 all out-of-pocket costs spent on the litigation. Thus, based on inherent complexity of PAGA
23 litigation, risk of nonpayment, time and effort spent, expenses incurred, the anticipated delay in
24 payment of attorneys' fees and reimbursement of litigation costs and the good result obtained,
25 the amount sought in attorneys' fees is reasonable.

26 29. Because the firm takes only contingency cases, if the firm were not to receive the
27 full amount of attorneys' fees requested in the majority of cases, it would not be economically
28

feasible to undertake this type of representation in light of staffing costs and overhead required to maintain this type of practice. Further, the rates charged by the firm are in line with rates charged by other employment litigators with similar experience. Additionally, my firm advanced nearly \$6,400 in litigation costs in this case, undertook the risk of never being compensated for the work performed on the case and losing all out-of-pocket costs spent on the litigation. Thus, based on inherent complexity of PAGA litigation, risk of nonpayment, time and effort spent, expenses incurred, the 18-month anticipated delay in payment of attorneys' fees and reimbursement of litigation costs and the good result obtained, the amount sought in attorneys' fees is reasonable.

30. The fee agreement between the firm and Plaintiff is a written contingency fee agreement, whereby the firm agreed to advance all litigation costs and take a percentage of any recovery that might be obtained in this matter. There is no fee-splitting agreement between the firm and any other firm in connection with this case. As such, all attorneys' fees would be paid to Plaintiff's counsel.

31. The general release of known and unknown claims that Plaintiff is releasing has a value of somewhere between \$2,500 and \$5,000 because Plaintiff is not presently aware of any facts that would constitute any further causes of action against Defendant. However, that is not to say that at some point in the future, Plaintiff might learn of some facts that could warrant additional legal action against Defendant, but which would be released by virtue of his general release.

32. The consideration being paid to Plaintiff in exchange for his general release of all claims known and unknown, including his individual wage claims, is \$10,000.

33. Plaintiff typically worked five days per week, for about 40 to 45 hours per week. He claims that on average, he failed to receive a compliant meal period on about 20 days per month and a rest period about 20 days per month. Based on this information, the total value of his individual wage claims are as follows: (1) meal period premiums: \$595 (35 missed meal periods x \$17 per hour); (2) rest period premiums: \$595 (35 missed rest periods x \$17 per hour);

(3) wage statement penalties: \$350 (7 pay periods x \$50); (4) wait time penalties: \$2,720 (30 days wages); (5) minimum wage \$17,280 (failure to provide double minimum wage for use of tools as required by IWC Wage Order No. 1–2001 § 9); and (6) and tool reimbursement: \$1,221.45.

34. Aggrieved employees will not be prejudiced by a dismissal of this action because that dismissal will not bar them from seeking their own individual remedies against Defendants for any of the Labor Code violations that have been released as part of the parties' PAGA settlement. Further, there are no other known pending actions that would be affected by Plaintiff's release of PAGA claims in this suit.

35. Settlement checks will specify that they are void if not negotiated within 180 days of their issuance and will be voided if they are not cashed within that time period. The Settlement Administrator will remit the entire amount of each PAGA aggrieved employees' uncashed Individual Settlement Payment to the California State Controller for deposit in the Unclaimed Property Fund in the name of the PAGA Group member to whom the uncashed Individual Settlement Payment was drafted.

Experience of Counsel

36. My hourly rate for legal services is \$350.

37. I have continuously engaged in the practice of wage and hour litigation, including representative actions since 2020 and currently practice almost exclusively in the area of representative wage and hour litigation.

38. I regularly attend conferences, seminars and conventions offered by Plaintiffs attorneys' organizations and stay informed on new developments in the field of employment law through various law publications. I am also a member of the Consumer Attorneys Association of Los Angeles (CAALA), the California Employment Lawyers Association (CELA) and the California Lawyer's Association Labor & Employment Section.

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

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Dated: April 19, 2024

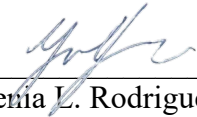
By: 
Yesenia L. Rodriguez

EXHIBIT 1



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.

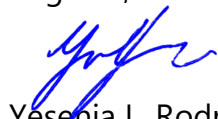
As discussed above, Respondents' employees are owed minimum wages, overtime, meal periods, rest periods, and unreimbursed business expenses. At no time during their employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate every pay period. Therefore, 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



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.

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.

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"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.

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"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.

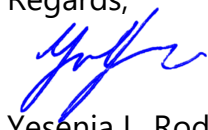
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Based upon the foregoing, Rychlik seeks not only individual remedies under the Labor Code, but also all remedies available under the Private Attorney General Act of 2004, Lab. Code §§ 2698, et seq., including civil penalties on behalf of all aggrieved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

Regards,



Yesenia L. Rodriguez, Esq

EXHIBIT 2

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This 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 full dismissal with prejudice of the Action and complete and full release of all claims by Plaintiff against Defendants, Defendants will pay the sum of one hundred forty thousand dollars (\$140,000.00) (the “Gross Settlement Amount”) as a settlement in full of this dispute, inclusive of any interest.

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. Plaintiff's Individual Settlement. Plaintiff will receive the sum of \$10,000.00 to settle his individual claims in exchange for Plaintiff granting a general release to all Defendants (and all of Defendants' owners, managers, agents, representatives, and employees), as well as a 1542 Waiver.

b. Plaintiff's Counsel's Fees. Defendants will not oppose Plaintiff's request for attorneys' fees up to 40% of the Gross Settlement Amount, i.e., up to fifty-six thousand dollars (\$56,000.00) (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.

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 sixty-three thousand eight hundred fifty dollars (\$63,850.00), of which 75% (forty-seven thousand eight hundred eighty-seven dollars and fifty cents, \$47,887.50) shall be paid to the LWDA, on the payment plan set forth below, and the remaining 25% (fifteen thousand nine hundred sixty-two dollars and fifty cents \$15,962.50) 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.

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. Plaintiff agrees that upon entry of an Order approving the Settlement, all Aggrieved Employees will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, 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 Released Parties.

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 **30 N Raymond Ave. Ste 211, Pasadena, CA 91103** within seven (7) days of the Court granting preliminary 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 preliminary 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, after which time ninety-five thousand dollars (\$95,000.00) shall be funded, including the ninety-two thousand one hundred twelve dollars and fifty cents (\$92,112.50) that excludes the 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 remaining forty-seven thousand eight hundred eighty-seven dollars and fifty cents (\$47,887.50) to the State 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 eighty-five thousand dollars (\$ 85,000.00) 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 PAGA Covered Employees for their 25% of the Net PAGA Fund (i.e., fifteen thousand nine hundred sixty-two dollars and fifty cents, \$15,962.50); Payment of Plaintiff's counsel's attorneys' fees and litigation costs (i.e., sixty-three thousand five hundred dollars, \$63,500.00); and Payment of the Settlement Administrator costs (i.e., two thousand six hundred fifty dollars, \$2,650.00). The remainder of the eighty-five thousand dollars (\$85,000.00), equating to two thousand eight hundred eighty-seven dollars and fifty cents (\$2,887.50), 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 remaining eighteen (18) payments have been made.

6. Explanatory Letter Regarding PAGA Payments. The Aggrieved Employees shall receive a postcard 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.
12. **Dismissal.** Within five (5) business days of receipt of the final payment of the Settlement Amount, Plaintiff shall dismiss with prejudice the Action in its entirety pursuant to *California Code of Civil Procedure* Section 581(c).
13. **Release by The Parties of All Claims.** Except for the rights and obligations created or reserved herein, the Parties for themselves and their predecessors, assigns, parent companies, affiliated companies, subsidiaries, insurers, representatives, officers, directors, shareholders, partners, employees, attorneys, servants and agents (collectively "**Released 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, 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**").
14. **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.

15. 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.

16. Confidentiality. The Parties hereby agree that the terms and amounts of this Agreement shall be kept strictly confidential, and that all Parties to this Agreement will not disclose any information regarding this Agreement to any person, corporation, or entity or to the media unless ordered by a Court to disclose such information. The Parties to this Agreement may disclose the provisions of this settlement to its/his/her legal and financial advisors or accountants to the extent reasonably necessary to perform their professional duties. Such persons shall be made aware of this confidentiality provision and shall be bound thereby, notwithstanding being obligated by law or professional ethical standards to maintain the confidentiality of such information. The consideration for such confidentiality will be deemed as \$100.00, and the liquidated damages for breach of confidentiality are \$5,000.00 per incident of breach.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

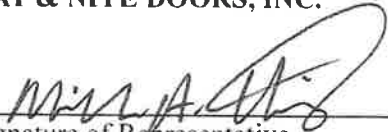
MARK RYCHLIK

Date

Signature

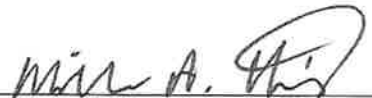
DAY & NITE DOORS, INC.

2-22-24
Date


Signature of Representative

Nicholas A Christy Vice President
Name and Title of Representative
NICHOLAS ALEXANDER CHRISTY

2-22-24
Date


Signature

MELANIE ANN CHRISTY

2-22-24
Date


Signature

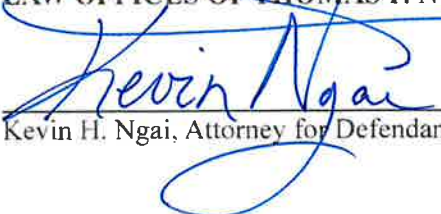
APPROVED AS TO FORM ONLY :

PIMENTEL LAW, P.C.

Date

Yesenia L. Rodriguez, Attorney for Plaintiff

2/22/24
Date

LAW OFFICES OF THOMAS F. NOWLAND

Kevin H. Ngai, Attorney for Defendants

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.

21. **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.

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

MARK RYCHLIK

2/16/2024

Date

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.

02/09/24

Date



Yesenia L. Rodriguez, Attorney for Plaintiff

LAW OFFICES OF THOMAS F. NOWLAND

Date

Kevin H. Ngai, Attorney for Defendants

Signature: 
Mark Ryndik (Feb 16, 2024 11:23 PST)
Email: bigggdream@gmail.com

Settlement Agreement - 1.31.23

Final Audit Report

2024-02-16

Created:	2024-02-10
By:	Yesenia Rodriguez (YLR@PimentellLaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJxPlfCW01OOG9qqQgShfLej5Rmfd9FzN

"Settlement Agreement - 1.31.23" History

-  Document created by Yesenia Rodriguez (YLR@PimentellLaw.com)
2024-02-10 - 1:05:08 AM GMT- IP address: 68.119.232.88
-  Document emailed to bigggdream@gmail.com for signature
2024-02-10 - 1:05:12 AM GMT
-  Email viewed by bigggdream@gmail.com
2024-02-13 - 8:52:47 PM GMT- IP address: 172.56.187.71
-  Signer bigggdream@gmail.com entered name at signing as Mark Rychlik
2024-02-16 - 7:28:24 PM GMT- IP address: 172.56.187.26
-  Document e-signed by Mark Rychlik (bigggdream@gmail.com)
Signature Date: 2024-02-16 - 7:28:26 PM GMT - Time Source: server- IP address: 172.56.187.26
-  Agreement completed.
2024-02-16 - 7:28:26 PM GMT



Adobe Acrobat Sign

NOTICE OF 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 for all purposes to
Hon. Melissa R McCormick in Dept. CX104

**NOTICE OF 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. You are an Aggrieved Employee if, at any time from April 14, 2020 to October 19, 2023 (the "Covered Time Period") you were employed by Day & Nite Doors, Inc. All Aggrieved Employees will be paid a pro rata share of the PAGA penalties allocated for this Settlement.

The total amount of the settlement is \$140,000. Of that amount, (i) \$63,850 has been allocated PAGA penalties (75% of which is distributed to the Labor & Workforce Development Agency and 25% of which is distributed to the 33 alleged aggrieved employees), (2) up to \$7,500 to Plaintiff's litigation costs, (iii) \$56,000 to Plaintiff's attorney's fees and a (iv) \$10,000 payment to Plaintiff for individual damages. 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. The terms of the release are summarized as follows:

Plaintiff has released any and all claims relating to any and all facts and claims asserted or that could have been asserted in this Action under PAGA, during the Covered Time Period. The claims include but are not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: meal and rest breaks; minimum wages, overtime and double time wages, expense reimbursement; late payment of wages; failure to properly record and maintain employment records; waiting time penalties; meal and rest period penalties; wage statement violations; separation pay violations; and unfair business practices.

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.

GETTING MORE INFORMATION

C. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys for Plaintiff & the Aggrieved Employees
are:

Attorneys for Defendants are:

Pimentel Law, P.C.

Gabriel J. Pimentel, Esq.
Yesenia L. Rodriguez, Esq.
30 North Raymond Avenue
Pasadena, California 91103
Phone: (626) 765-6505

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. HOW CAN I GET MORE INFORMATION?

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

- Contact Plaintiff's Counsel (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.courts.ca.gov/case-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.**

EXHIBIT 3

EXHIBIT 4

Time, Fees and Expenses

for Mark Rychlik - Wage and Hour Claim - Day & Nite Doors, Inc. | Christy - Orange 30-2021-01207960-CU-OE-CXC

Time and Fee entries

Date	Activity	Description	Staff	Duration	Rate	Billable?	Write Off?	Status	Total
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	True	No	-	\$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	True	No	-	\$35.00
4/17/2024		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/16/2024		Case Admn Dec'l. ISO Mx for PAGA Approval edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/16/2024		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$140.00
4/15/2024		Plaintiff's Motion for PAGA Approval reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/15/2024		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/15/2024		Notice of Case Reassignment reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
4/15/2024		4 internal messages sent/reviewed	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
4/15/2024		Plaintiff's Motion for PAGA Approval edited	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$70.00
4/15/2024		[Proposed] Order Granting Plaintiff's Motion for PAGA Approval edited and reviewed	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
4/15/2024		Notice of PAGA Settlement Payment - Copy edited	Yesenia L. Rodriguez	0.60	\$350.00	True	No	-	\$210.00
4/13/2024		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00

4/12/2024		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/12/2024		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/11/2024		Plaintiff's Motion for PAGA Approval edited	Yesenia L. Rodriguez	0.80	\$350.00	True	No	-	\$280.00
4/11/2024		3 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$105.00
4/10/2024		Plaintiff's Motion for PAGA Approval edited	Yesenia L. Rodriguez	1.20	\$350.00	True	No	-	\$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	True	No	-	\$35.00
4/9/2024		Mark Rychlik - Payroll reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/9/2024		Mark Rychlik - Time card reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/9/2024		Plaintiff's Motion for PAGA Approval edited	Yesenia L. Rodriguez	2.30	\$350.00	True	No	-	\$805.00
4/9/2024		Witness Dean Powell Transcript reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/9/2024		Witness Interview Transcript-Ryan Avery reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/9/2024		Memo edited and reviewed - Initial Intake	Yesenia L. Rodriguez	0.60	\$350.00	True	No	-	\$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	True	No	-	\$175.00
4/9/2024		Mot. for Approval of PAGA Settlement #1 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/9/2024		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/5/2024		Mark Rychlik - Payroll reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/5/2024		Plaintiff's Mediation Brief reviewed	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
4/5/2024		Memo edited - Response to Form Rogs	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/5/2024		Plaintiff's Motion for PAGA Approval edited	Yesenia L. Rodriguez	1.40	\$350.00	True	No	-	\$490.00
4/5/2024		Agustin De La Cruz - Payroll reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/4/2024		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
4/4/2024		RPDs - Second Supplemental Responses POS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/4/2024		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00

4/4/2024		Plaintiff's Motion for PAGA Approval edited	Yesenia L. Rodriguez	3.20	\$350.00	True	No	-	\$1,120.00
4/4/2024		Mot. for Approval of PAGA Settlement #1 created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/4/2024		Agustin De La Cruz - Payroll reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/4/2024		18 internal messages sent/reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
4/4/2024		Document Production DAY&NITE001-99 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/25/2024		Settlement Agreement - 1.31.23 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
3/14/2024		9 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/13/2024		7 internal messages sent/reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$70.00
3/1/2024		1 email sent/reviewed regarding Your Message (877) 265-8084	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/1/2024		1 email sent/reviewed regarding Rychlik v. Day & Nite Doors, Inc., et al. - Joint Status Report	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$35.00
3/1/2024		Notice of Cont'd. Status Conference created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/29/2024		Further Status Conference (Dep. CX104) attended	Yesenia L. Rodriguez	0.50	\$350.00	True	No	-	\$175.00
2/21/2024		1 email sent/reviewed regarding Employment Mediation Corp - Craig Ackermann Contingency Mediation	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$35.00
2/1/2024		Settlement Agreement - 1.31.23 edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$140.00
1/29/2024		2 emails sent/reviewed regarding Mark Rychlik +1 714-737-6760 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
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	True	No	-	\$35.00

1/24/2024		1 email sent/reviewed regarding Settlement Agreement - Finalized has been sent out for signature to biggdream@gmail.com	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$210.00
12/29/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$35.00
12/29/2023		Phoenix Quote - PAGA reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
12/28/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
12/22/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$70.00
12/15/2023		[Draft] Settlement Agreement (YLR edits) edited	Yesenia L. Rodriguez	0.80	\$350.00	True	No	-	\$280.00
12/14/2023		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
12/14/2023		5 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
12/14/2023		[Draft] Settlement Agreement edited	Yesenia L. Rodriguez	1.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$35.00
12/7/2023		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
12/6/2023		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$35.00
11/30/2023		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$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	True	No	-	\$35.00
11/30/2023		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
11/28/2023		1 email sent/reviewed regarding Rychlik v. Day & Nite Doors - Mediator Proposal	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/27/2023		3 emails sent/reviewed regarding Rychlik v. Day & Nite Doors - Mediator Proposal	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
11/22/2023		Notice of Further Status Conf. to Defendants edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/22/2023		7 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/21/2023		2023-11-02 - Rychlik v. Day & Nite - MOU (final) edited and reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/21/2023		2023-11-02 - Rychlik v. Day & Nite - MOU v1 edited	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$35.00
11/20/2023	2023-11-02 - Rychlik v. Day & Nite - MOU v1 edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/17/2023	Further Status Conference (Civil Complex Center, Dept. CX101) attended	Yesenia L. Rodriguez	1.00	\$350.00	True	No	-	\$350.00
11/17/2023	11.17.23 Status Conference Statement reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/17/2023	2 emails sent/reviewed regarding Day & Nite - Settlement MoU	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
11/17/2023	Minute Order 11.03.23 edited and reviewed	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
11/17/2023	1 email sent/reviewed regarding Rychlik v. Day & Nite Doors - Mediator Proposal	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$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	True	No	-	\$35.00
11/16/2023	1 email sent/reviewed regarding Day & Nite - Settlement MoU	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/16/2023	3 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/9/2023	2023-11-02 - Rychlik v. Day & Nite - MOU v1 edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
11/9/2023	4 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
11/6/2023	2 emails sent/reviewed regarding Day & Nite	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/3/2023	1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
11/3/2023	Minute Order 11.03.23 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/3/2023	1 email sent/reviewed regarding eFiling Accepted for Mark Rychlik v. Day & Nite Doors, Inc.	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$140.00
11/3/2023	2023-11-02 - Rychlik v. Day & Nite - MOU v1 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$70.00
11/3/2023		5 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/2/2023		16 internal messages sent/reviewed	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$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	True	No	-	\$70.00
11/2/2023		1 email sent/reviewed regarding Nite and Day	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$35.00
11/2/2023		Email attachment reviewed - 2023-11-02 - Rychlik v. Day & Nite - MOU v1	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
11/2/2023		Notice of Settlement edited and reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/2/2023		Notice of Settlement edited	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$140.00
11/2/2023		25 internal messages sent/reviewed	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$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	True	No	-	\$35.00
11/1/2023		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$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	True	No	-	\$175.00
11/1/2023		Mediation Confidentiality Agreement & Agreement to Mediate reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/1/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.-re: 11.03.23 MSC	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00

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	True	No	-	\$35.00
10/31/2023		8 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$70.00
10/31/2023		5 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/30/2023		6 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$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	True	No	-	\$35.00
10/30/2023		Plaintiff's Mediation Brief reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/30/2023		Memo edited - Response to Form Rogs	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/30/2023		11 internal messages sent/reviewed	Yesenia L. Rodriguez	0.60	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$175.00
10/24/2023		1 email sent/reviewed regarding Rychlik v. Day & Nite Doors - Mediator Proposal	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/23/2023		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/23/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/23/2023		2023-10-19 - Rychlik v. Day & Nite - Mediator Proposal reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/23/2023		Plaintiff's Mediation Brief reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/23/2023		Plaintiff's Mediation Brief reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
10/23/2023		3 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- mediator's proposal	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
10/23/2023		1 email sent/reviewed regarding Mark +1 949-449-5440 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$70.00
10/20/2023		Memo edited - Response to Form Rogs	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
10/20/2023		Plaintiff's Mediation Brief reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
10/20/2023		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$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	True	No	-	\$70.00
10/20/2023		4 emails sent/reviewed regarding	Yesenia L. Rodriguez	0.50	\$350.00	True	No	-	\$175.00
10/20/2023		4 emails sent/reviewed regarding Rychlik v. Day & Nite Doors - Mediator Proposal	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
10/20/2023		4 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/19/2023		Mediation w/ Craig Ackermann (Zoom) attended	Yesenia L. Rodriguez	6.00	\$350.00	True	No	-	\$2,100.00
10/19/2023		Earnings Stub reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/19/2023		Plaintiff's Mediation Brief reviewed	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
10/19/2023		1 email sent/reviewed regarding You signed: "Mediation Disclosure"	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
10/19/2023		SPROGS, Set One reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$70.00
10/19/2023		Supp Responses to SPROGS (Set One) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$70.00
10/19/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
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	True	No	-	\$35.00

10/18/2023		Mediation Confidentiality Agreement & Agreement to Mediate reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$105.00
10/18/2023		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$35.00
10/18/2023		8 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/17/2023		Witness Interview Transcript-Stephen Garcia edited	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$140.00
10/17/2023		Depo: Nicholas Christy PDF w/ Linked Exhibits 04.05.23 reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
10/17/2023		Witness Dean Powell Transcript edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/17/2023		Notice of MSC Hearing reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/17/2023		Plaintiff's Mediation Brief edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
10/17/2023		Memo edited - Response to Form Rogs	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
10/17/2023		Joint Status Conference Statement 08.18.23 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/17/2023		Witness Interview Transcript-Ryan Avery edited	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
10/17/2023		Plaintiff's Mediation Brief edited	Yesenia L. Rodriguez	2.20	\$350.00	True	No	-	\$770.00
10/17/2023		Plaintiff's Wage Statements reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$105.00
10/10/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al. mediation link	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
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	True	No	-	\$35.00

10/9/2023		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/9/2023		6 emails sent/reviewed regarding Employment Mediation Corp - Craig Ackermann Contingency Mediation	Yesenia L. Rodriguez	0.50	\$350.00	True	No	-	\$175.00
10/5/2023		2 emails sent/reviewed regarding Employment Mediation Corp - Craig Ackermann Contingency Mediation	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/3/2023		10 emails sent/reviewed regarding Employment Mediation Corp - Craig Ackermann Contingency Mediation	Yesenia L. Rodriguez	0.90	\$350.00	True	No	-	\$315.00
10/2/2023		1 email sent/reviewed regarding Employment Mediation Corp - Craig Ackermann Contingency Mediation	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
9/22/2023		1 email sent/reviewed regarding Employment Mediation Corp - Craig Ackermann Contingency Mediation	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
9/21/2023		8 emails sent/reviewed regarding Employment Mediation Corp - Craig Ackermann Contingency Mediation	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$140.00
9/15/2023		3 emails sent/reviewed regarding Employment Mediation Corp - Craig Ackermann Contingency Mediation	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
9/15/2023		Notice of Case Reassignment created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$35.00
9/6/2023		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
9/6/2023		4 emails sent/reviewed regarding INV91722-1	Gabriel J. Pimentel	0.50	\$700.00	True	No	-	\$350.00
9/5/2023		6 emails sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.-recorded interviews INV 91722 Update	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
9/5/2023		Email attachment reviewed - Rychlick 91722 Wts Powell	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$35.00
8/29/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/29/2023		Minute Order for 8.18.23 Status Conference reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/22/2023		Witness Interview Transcript-Ryan Avery reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/22/2023		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/21/2023		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
8/21/2023		Plaintiff's FROGs-E reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/21/2023		Special Rogs (Set One) reviewed	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$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	True	No	-	\$35.00
8/21/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/18/2023		Further Status Conference (Civil Complex, Dept. CX101) attended	Yesenia L. Rodriguez	0.50	\$350.00	True	No	-	\$175.00
8/18/2023		Notice of MSC Hearing edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/18/2023		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$70.00
8/18/2023		Notice of MSC Hearing edited	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$140.00
8/18/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/14/2023		Witness Interview Transcript-Stephen Garcia reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
8/14/2023		Witness Interview Transcript-Ryan Avery reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/14/2023		1 email sent/reviewed regarding Court Filing Accepted	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
8/14/2023		Supp Responses to SPROGS (Set One) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/11/2023		Joint Status Conference Statement 08.18.23 (fully executed) edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/11/2023		POS created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$70.00
8/11/2023		1 email sent/reviewed regarding Court Filing Received	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/11/2023		Joint Status Conference Statement (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$70.00
8/8/2023		Joint Status Conference Statement 08.18.23 edited	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$70.00
7/25/2023		3 emails sent/reviewed regarding Rychlik V. Day & Nite Doors	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/25/2023		1 email sent/reviewed regarding Rychlik V. Day & Nite Doors	Kelly M. Hatfield	0.10	\$350.00	True	No	-	\$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	True	No	-	\$105.00
7/12/2023		Plaintiff's Responses to Special Rogs reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/12/2023		Witness Interview Questions created, then edited and reviewed	Yesenia L. Rodriguez	1.00	\$350.00	True	No	-	\$350.00
7/12/2023		Supp Responses to SPROGS (Set One) edited and reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/12/2023		Depo Outline: Nicholas Christy reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
7/12/2023		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
6/13/2023		Memo edited - Response to Form Rogs	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
5/25/2023		Memo edited - Response to Form Rogs	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/25/2023		Matter admin	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/25/2023		Memo edited - Initial Intake	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/25/2023		6 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
5/23/2023		3 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/22/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$70.00
5/22/2023		Supp Responses to SPROGS (Set One) edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/22/2023		Depo Melanie Christy PDF (no exhibits) 03.28.23 reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$35.00
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	True	No	-	\$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	True	No	-	\$35.00
5/12/2023		Continued Status Conference/ Trial Setting Conference (Civil Complex Center, Dept. CX101) attended	Yesenia L. Rodriguez	0.80	\$350.00	True	No	-	\$280.00
5/12/2023		Notice of Hearing edited and reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
5/12/2023		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00

5/12/2023		Notice of Hearing edited	Yesenia L. Rodriguez	0.70	\$350.00	True	No	-	\$245.00
5/12/2023		Joint Status Conference Statement - Final reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/12/2023		Joint SC Statement POS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
5/10/2023		Depo Outline: Nicholas Christy reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
5/5/2023		Joint Status Conference Statement (YLR edits) created, then edited	Yesenia L. Rodriguez	0.90	\$350.00	True	No	-	\$315.00
5/5/2023		CAP Outcome of Hearing reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/5/2023		Joint Status Conference Statement - Final edited and reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$280.00
5/5/2023		Notice of SC - 2.3 POS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/5/2023		RPDs - Second Supplemental Responses POS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/5/2023		Joint Status Conference Statement - Final edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/5/2023		Joint Status Conference Statement (Conformed) reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
5/5/2023		Email attachment reviewed - Joint Status Conference Statement- 5.5.23	Yesenia L. Rodriguez	0.60	\$350.00	True	No	-	\$210.00
5/3/2023		Conference call w/ OC re: Further Status Conference (Remote) attended	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$105.00
5/2/2023		2 emails sent/reviewed regarding Rychlik v. Day & Nite Doors - Joint Report for Status Conference	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/24/2023		Depo Outline: Nicholas Christy reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$35.00

4/20/2023		7 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
4/12/2023		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/11/2023		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$70.00
4/11/2023		5 internal messages sent/reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$35.00
4/5/2023		Deposition of Defendant Nicholas Christy (Zoom) attended	Yesenia L. Rodriguez	2.50	\$350.00	True	No	-	\$875.00
4/5/2023		Depo Notes: Melanie Christy reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$70.00
4/5/2023		Depo Outline: Nicholas Christy reviewed	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$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	True	No	-	\$70.00
4/5/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/4/2023		Depo Outline: Nicholas Christy edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/4/2023		3 emails sent/reviewed regarding Please confirm job #549630 for the deposition of Nicholas Christy in the matter of RYCHLIK v DAY & NITE DOORS, INC is still moving forward on 4/5/2023	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
4/4/2023		3 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/29/2023		Supp Responses to RFPS (Set One) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00

3/28/2023		Deposition of Defendant Melanie Christy (Zoom) attended	Yesenia L. Rodriguez	1.50	\$350.00	True	No	-	\$525.00
3/28/2023		Ex. 1 created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/28/2023		Ex.2 (Policy) created	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
3/28/2023		Ex. 3 created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/28/2023		Depo Outline: Melanie Christy edited	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
3/28/2023		1 email sent/reviewed regarding David Penner 0000000000 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$35.00
3/28/2023		Depo Notes: Melanie Christy created, then edited	Yesenia L. Rodriguez	1.00	\$350.00	True	No	-	\$350.00
3/27/2023		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		Supp Responses to SPROGS (Set One) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$140.00
3/27/2023		Mark Rychlik - Time card reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		SPROGS, Set One reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		PAGA Notice to Employer 04.14.21 reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
3/27/2023		Notice of Depo of Melanie Christy reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		Certified Mail Return Receipt reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		Supp Responses to RFPS (Set One) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		Memo edited - Initial Intake	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$70.00
3/27/2023		Depo Outline: Melanie Christy created, then edited	Yesenia L. Rodriguez	1.60	\$350.00	True	No	-	\$560.00
3/27/2023		RPDs - Second Supplemental Responses POS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00

3/27/2023		Document Production DAY&NITE001-99 reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$70.00
3/20/2023		Memo edited - Response to Form Rogs	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
3/8/2023		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/7/2023		Notice of Depo of Melanie Christy edited	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$35.00
3/7/2023		Notice of Depo of Nicholas Christy edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
3/7/2023		Notice of Depo of Melanie Christy edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/7/2023		Notice of Depo of Nicholas Christy edited and reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
3/7/2023		9 internal messages sent/reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$105.00
2/27/2023		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.- depositions	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
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	True	No	-	\$35.00
2/27/2023		Notice of SC - 2.3 POS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/10/2023		1 email sent/reviewed regarding CAP Invoice - Pimentel Law	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00

2/6/2023		Email attachment reviewed - Notice of SC - 2.3 POS	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$70.00
2/3/2023		Continued Status Conference (Civil Complex Center, Dept. CX102) attended	Yesenia L. Rodriguez	0.50	\$350.00	True	No	-	\$175.00
2/1/2023		1 email sent/reviewed regarding CAP Client Credit Card Request	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$140.00
2/1/2023		2 emails sent/reviewed regarding Response to demand -	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$70.00
1/27/2023		1 email sent/reviewed regarding Court Filing Accepted	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/27/2023		Matter admin	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/27/2023		Joint Status Conference Statement (final) edited and reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$35.00
1/27/2023		Minute Order cont'd CMC reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$35.00
1/27/2023		1 email sent/reviewed regarding Appearance Request for 02/02/2023	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
1/27/2023		1 email sent/reviewed regarding Court Filing Received	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
1/26/2023		Memo reviewed - Response to Form Rogs	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/26/2023		Joint Status Conference Statement-02.03.23 edited	Yesenia L. Rodriguez	0.70	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$140.00
1/23/2023		Joint Status Conference Statement-02.03.23 edited	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
1/18/2023		PAGA Notice to LWDA 04.14.21 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
1/18/2023		Jesus Garcia - Payroll reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/18/2023		Supp Responses to SPROGS (Set One) reviewed	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
1/17/2023		Ryan Avery - All Transactions reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
1/17/2023		Client's Tool Inventory reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/17/2023		PAGA Notice to LWDA 04.14.21 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/17/2023		Memo reviewed - Response to Form Rogs	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/17/2023		Supp Responses to SPROGS (Set One) reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
1/17/2023		RPDs - Second Supplemental Responses POS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/17/2023		Stephen Garcia - Time card reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/10/2023		Memo reviewed - Response to Form Rogs	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
1/3/2023		1 email sent/reviewed regarding Your Message (877) 265-8084	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/3/2023		Client's Tool Inventory reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00

12/30/2022		Mark Rychlik - Payroll reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$70.00
12/30/2022		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
12/30/2022		Memo reviewed - Initial Intake	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$70.00
12/21/2022		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
12/21/2022		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$70.00
10/4/2022		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$35.00
9/20/2022		Plaintiff's Responses to Form Rogs Employment reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
9/16/2022		Cont'd. Status Conference (Civil Complex Center, Dept. CX102) attended	Yesenia L. Rodriguez	0.70	\$350.00	True	No	-	\$245.00
9/16/2022		Notice of Status Conference edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
9/16/2022		Notice of Minute Order reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$70.00

9/16/2022		Joint Status Conference Statement-09.16.22 Hearing (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
9/16/2022		Notice of Status Conference edited	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$140.00
9/16/2022		Joint Status Conference Statement-09.16.22 Status Conference reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$175.00
9/9/2022		1 email sent/reviewed regarding Court Filing Accepted	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
9/9/2022		1 email sent/reviewed regarding Court Filing Received	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
9/9/2022		Joint Status Conference Statement-09.16.22 Status Conference edited and reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
9/9/2022		Joint Status Conference Statement-09.16.22 Status Conference edited	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$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	True	No	-	\$70.00
9/7/2022		Manolo Lopez - Time card reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
9/7/2022		Joint Status Conference Statement-06.17.22 Conf_D's edits reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
9/7/2022		Joint Status Conference Statement-09.16.22 Status Conference edited and reviewed	Yesenia L. Rodriguez	0.50	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$70.00
8/15/2022		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/15/2022		1 email sent/reviewed regarding Payment Receipt - DDS Legal Support	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
8/12/2022		Email attachment reviewed - 015778.00000036107	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$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	True	No	-	\$35.00
8/9/2022		Ryan Avery - Time Card created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/9/2022		Maria Van Poppel - All Transactions created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00
8/9/2022		Matt Palmer - Time Card created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/9/2022		Matthew Windhorst - Time card created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/9/2022		Ryan Avery - Payroll created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/9/2022		Mark Rychlik - Time card created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/9/2022		Ryan Avery - All Transactions created, then reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/9/2022		Matthew Windhorst - Payroll created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/9/2022		3 emails sent/reviewed regarding Regarding:	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/9/2022		Matthew Windhorst - All Transactions created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/9/2022		Stephen Garcia - Payroll created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/9/2022		Mark Rychlik - All Transactions created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/9/2022		Maria Van Poppel - Payroll created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$280.00
8/9/2022		Matt Palmer - Payroll created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/9/2022		Matt Palmer - All Transactions created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/9/2022		Mark Rychlik - Payroll created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/9/2022		Stephen Garcia - Time card created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
8/9/2022		Stephen Garcia - All Transactions created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$35.00

8/2/2022		2 emails sent/reviewed regarding Regarding:	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$70.00
7/28/2022		4 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/28/2022		Signed Order Re: Stipulation & Protective Order reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$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	True	No	-	\$175.00
7/27/2022		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
7/27/2022		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/22/2022		RPDs - Second Supplemental Responses POS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/21/2022		Plaintiff's Responses to Special Rogs reviewed	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
7/20/2022		Plaintiff's Responses to Special Rogs edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
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	True	No	-	\$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	True	No	-	\$70.00
7/12/2022		Services provided on 7/12/2022	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
7/8/2022		Services provided on 7/8/2022	Yesenia L. Rodriguez	0.70	\$275.00	True	No	-	\$192.50
6/24/2022		Services provided on 6/24/2022	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
6/17/2022		Services provided on 6/17/2022	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
6/16/2022		Services provided on 6/16/2022	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
6/14/2022		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/14/2022		Services provided on 6/14/2022	Yesenia L. Rodriguez	0.60	\$275.00	True	No	-	\$165.00
6/10/2022		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/10/2022		Services provided on 6/10/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50

6/8/2022		Services provided on 6/8/2022	Yesenia L. Rodriguez	1.10	\$275.00	True	No	-	\$302.50
6/7/2022		Services provided on 6/7/2022	Yesenia L. Rodriguez	1.00	\$275.00	True	No	-	\$275.00
6/6/2022		Services provided on 6/6/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
5/31/2022		Services provided on 5/31/2022	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
5/23/2022		Services provided on 5/23/2022	Yesenia L. Rodriguez	0.80	\$275.00	True	No	-	\$220.00
5/13/2022		Services provided on 5/13/2022	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
5/12/2022		Services provided on 5/12/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
5/5/2022		Services provided on 5/5/2022	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
5/4/2022		05.04.22 Meet & Confer Letter edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/4/2022		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/4/2022		Services provided on 5/4/2022	Yesenia L. Rodriguez	2.90	\$275.00	True	No	-	\$797.50
5/2/2022		Services provided on 5/2/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
4/28/2022		Services provided on 4/28/2022	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
4/11/2022		Services provided on 4/11/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
4/8/2022		Services provided on 4/8/2022	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
4/7/2022		Services provided on 4/7/2022	Yesenia L. Rodriguez	0.80	\$275.00	True	No	-	\$220.00
3/31/2022		Services provided on 3/31/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
3/30/2022		Services provided on 3/30/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
3/29/2022		Services provided on 3/29/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
3/23/2022		Services provided on 3/23/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
3/18/2022		Services provided on 3/18/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
3/17/2022		Services provided on 3/17/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
3/16/2022		Services provided on 3/16/2022	Yesenia L. Rodriguez	0.70	\$275.00	True	No	-	\$192.50
3/15/2022		Memo created - Response to Form Rogs	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00

3/15/2022		Plaintiff's Responses to Form Rogs Employment edited and reviewed	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$210.00
3/15/2022		7 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/15/2022		Services provided on 3/15/2022	Yesenia L. Rodriguez	2.40	\$275.00	True	No	-	\$660.00
3/14/2022		Plaintiff's Responses to Special Rogs edited	Gabriel J. Pimentel	0.50	\$700.00	True	No	-	\$350.00
3/14/2022		Plaintiff's Responses to RFPs edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/14/2022		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/14/2022		Services provided on 3/14/2022	Yesenia L. Rodriguez	6.70	\$275.00	True	No	-	\$1,842.50
3/9/2022		Services provided on 3/9/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
3/8/2022		Services provided on 3/8/2022	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
3/4/2022		PAGA Notice to LWDA 04.14.21 reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/1/2022		Services provided on 3/1/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
2/28/2022		Matter admin	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/28/2022		PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/25/2022		Services provided on 2/25/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
2/24/2022		Services provided on 2/24/2022	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
2/21/2022		Services provided on 2/21/2022	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
2/17/2022		Plaintiff's Response to Defendant's 02.07.22 letter edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/17/2022		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/17/2022		Services provided on 2/17/2022	Yesenia L. Rodriguez	2.70	\$275.00	True	No	-	\$742.50
2/8/2022		Services provided on 2/8/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
2/7/2022		Services provided on 2/7/2022	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
1/29/2022		Services provided on 1/29/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
1/27/2022		Services provided on 1/27/2022	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
1/26/2022		Meet & Confer Letter 01.26.22 edited	Gabriel J. Pimentel	0.50	\$700.00	True	No	-	\$350.00

1/26/2022		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
1/26/2022		Services provided on 1/26/2022	Yesenia L. Rodriguez	3.80	\$275.00	True	No	-	\$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	True	No	-	\$70.00
1/24/2022		Services provided on 1/24/2022	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
1/21/2022		Services provided on 1/21/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
1/11/2022		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$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	True	No	-	\$210.00
1/11/2022		Services provided on 1/11/2022	Yesenia L. Rodriguez	0.60	\$275.00	True	No	-	\$165.00
1/10/2022		Services provided on 1/10/2022	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
1/7/2022		Services provided on 1/7/2022	Yesenia L. Rodriguez	0.70	\$275.00	True	No	-	\$192.50
1/6/2022		Services provided on 1/6/2022	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
1/4/2022		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
1/4/2022		Services provided on 1/4/2022	Yesenia L. Rodriguez	1.00	\$275.00	True	No	-	\$275.00
12/22/2021		Services provided on 12/22/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
12/21/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
12/21/2021		Services provided on 12/21/2021	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
12/20/2021		Services provided on 12/20/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
12/17/2021		Services provided on 12/17/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$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	True	No	-	\$140.00
12/8/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
12/8/2021		Services provided on 12/8/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
11/29/2021		Services provided on 11/29/2021	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50

11/24/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
11/23/2021		Services provided on 11/23/2021	Yesenia L. Rodriguez	1.30	\$275.00	True	No	-	\$357.50
11/20/2021		Draft Form Interrogatories-Employment (Wage & Hour) edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
11/20/2021		Special Rogs (Set One) edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
11/20/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
11/20/2021		RFPs (Set One) edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
11/20/2021		RFAs (Set One) reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
11/19/2021		Services provided on 11/19/2021	Yesenia L. Rodriguez	2.60	\$275.00	True	No	-	\$715.00
10/22/2021		Services provided on 10/22/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
10/21/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$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	True	No	-	\$70.00
10/12/2021		Services provided on 10/12/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
10/7/2021		Plaintiff's Report edited	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
10/7/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
10/7/2021		Services provided on 10/7/2021	Yesenia L. Rodriguez	1.00	\$275.00	True	No	-	\$275.00
10/6/2021		Services provided on 10/6/2021	Yesenia L. Rodriguez	0.80	\$275.00	True	No	-	\$220.00
10/5/2021		Services provided on 10/5/2021	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
10/4/2021		Services provided on 10/4/2021	Yesenia L. Rodriguez	2.30	\$275.00	True	No	-	\$632.50
10/1/2021		Services provided on 10/1/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
9/29/2021		Services provided on 9/29/2021	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
9/28/2021		6 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
9/28/2021		Services provided on 9/28/2021	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
9/27/2021		Services provided on 9/27/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50

9/24/2021		Services provided on 9/24/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
9/23/2021		Services provided on 9/23/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
9/23/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$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	True	No	-	\$280.00
9/22/2021		Services provided on 9/22/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
9/17/2021		Services provided on 9/17/2021	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
9/7/2021		Services provided on 9/7/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
9/1/2021		Services provided on 9/1/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
8/31/2021		Services provided on 8/31/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
8/18/2021		Services provided on 8/18/2021	Yesenia L. Rodriguez	0.70	\$275.00	True	No	-	\$192.50
8/12/2021		Services provided on 8/12/2021	Yesenia L. Rodriguez	0.60	\$275.00	True	No	-	\$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	True	No	-	\$70.00
8/10/2021		Services provided on 8/10/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
8/9/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$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	True	No	-	\$70.00
8/6/2021		Services provided on 8/6/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
8/2/2021		Services provided on 8/2/2021	Yesenia L. Rodriguez	1.20	\$275.00	True	No	-	\$330.00
8/2/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
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	True	No	-	\$210.00
7/30/2021		Services provided on 7/30/2021	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
7/29/2021		Services provided on 7/29/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
7/28/2021		Services provided on 7/28/2021	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50

7/12/2021		Services provided on 7/12/2021	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
7/9/2021		Services provided on 7/9/2021	Yesenia L. Rodriguez	1.90	\$275.00	True	No	-	\$522.50
7/1/2021		Services provided on 7/1/2021	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
6/30/2021		Services provided on 6/30/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
6/29/2021		Services provided on 6/29/2021	Yesenia L. Rodriguez	1.70	\$275.00	True	No	-	\$467.50
6/29/2021		10 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/29/2021		Earnings Stub reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/29/2021		PAGA Complaint edited	Gabriel J. Pimentel	0.50	\$700.00	True	No	-	\$350.00
6/29/2021		Draft Summons edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
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	True	No	-	\$140.00
6/29/2021		PAGA Notice to Employer 04.14.21 reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/29/2021		Memo reviewed - Initial Intake	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/29/2021		Draft Civil Case Cover Sheet edited and reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/28/2021		Services provided on 6/28/2021	Yesenia L. Rodriguez	2.40	\$275.00	True	No	-	\$660.00
6/28/2021		5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$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	True	No	-	\$70.00
5/25/2021		Memo created, then edited - Spoke to Maureen Evanchak	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/11/2021		Services provided on 5/11/2021	Yesenia L. Rodriguez	0.70	\$275.00	True	No	-	\$192.50
5/10/2021		Services provided on 5/10/2021	Yesenia L. Rodriguez	0.70	\$275.00	True	No	-	\$192.50
5/10/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/14/2021		Services provided on 4/14/2021	Yesenia L. Rodriguez	3.00	\$275.00	True	No	-	\$825.00
4/14/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$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	True	No	-	\$70.00
4/13/2021		Matter admin	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/12/2021		Services provided on 4/12/2021	Yesenia L. Rodriguez	2.60	\$275.00	True	No	-	\$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	True	No	-	\$70.00
4/12/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
4/4/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/3/2021		2 emails sent/reviewed regarding Mark Rychlik	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/3/2021		Shop Photos created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/29/2021		2 emails sent/reviewed regarding Mark R. Case	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/28/2021		Matter admin	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/25/2021		3 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	True	No	-	\$90.00
3/25/2021		6 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/25/2021		Personnel File edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/25/2021		Intake Form created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/25/2021		Intake Notes edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/25/2021		Memo created - Initial Intake	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/25/2021		Retainer Agreement signed created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/25/2021		Mandatory Tools List created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/25/2021		1 email sent/reviewed regarding Mark Rychlik v. Day & Nite Doors, Inc., et al.	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/25/2021		Employee Handbook created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/25/2021		Earnings Stub reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/24/2021		8 internal messages sent/reviewed	Bruce T. Murray	0.20	\$450.00	True	No	-	\$90.00
3/24/2021		Tool Inventory List reviewed	Bruce T. Murray	0.30	\$450.00	True	No	-	\$135.00

3/24/2021		Business Expense Reimbursement Client Intake Form reviewed	Bruce T. Murray	0.30	\$450.00	True	No	-	\$135.00
3/24/2021		Retainer Agreement reviewed	Bruce T. Murray	0.10	\$450.00	True	No	-	\$45.00
3/24/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/22/2021		9 internal messages sent/reviewed	Bruce T. Murray	0.10	\$450.00	True	No	-	\$45.00
3/22/2021		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$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	True	No	-	\$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	True	No	-	\$70.00
3/18/2021		Mark Rychlik - Wage and Hour Claim - Day & Nite Doors, Inc. Christy	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/18/2021		Retainer Agreement created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$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	True	No	-	\$70.00
3/18/2021		Mark Rychlik - Employment - Day & Nite Doors, Inc. Christy	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$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	True	No	-	\$70.00
3/18/2021		Business Expense Reimbursement Client Intake Form created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/18/2021		Intake Notes created, then edited	Gabriel J. Pimentel	0.90	\$700.00	True	No	-	\$630.00
3/18/2021		Tool Inventory List created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
Total - Write offs				0.00	\$0.00				
Total - Unbillable				0.00	\$0.00				
Total - Billable				0.00	\$65,815.00				
Total				186.10	\$65,815.00				

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write Off?	Status	Total
4/4/2021	MAIL	Postage expenses - Mail back check stubs to client	Luci P. Barron	1	\$0.51	True	No	-	\$0.51
4/14/2021	FILNG	Court filing fees- PAGA Notice	Yesenia L. Rodriguez	1	\$75.00	True	No	-	\$75.00
4/14/2021	MAIL	Postage expenses-mailed PAGA Notice	Yesenia L. Rodriguez	1	\$7.16	True	No	-	\$7.16
6/29/2021	FILNG	Court filing fees-PAGA complaint	Yesenia L. Rodriguez	1	\$1,435.00	True	No	-	\$1,435.00
6/30/2021	MISC	Miscellaneous expenses-Infotrack service fee	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
7/9/2021	MISC	Court filing fees- InfoTrack POS	Yesenia L. Rodriguez	1	\$12.00	True	No	-	\$12.00
8/2/2021	MAIL	Postage expenses- Notice of Minute Order	Yesenia L. Rodriguez	1	\$0.51	True	No	-	\$0.51
10/7/2021	FILNG	Court filing fees- Plaintiff's Statement	Yesenia L. Rodriguez	1	\$8.00	True	No	-	\$8.00
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
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
5/23/2022		InfoTrack - CA: File To Existing - Rychlik vs. Day & Nite Doors, Inc.	Yesenia L. Rodriguez	1	\$12.50	True	No	-	\$12.50
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
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
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
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
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

9/5/2023	INVST	Investigation services fees-Witness Powell Interview	Yesenia L. Rodriguez	1	\$179.00	True	No	-	\$179.00
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
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
11/3/2023	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
Total - Write offs									\$0.00
Total - Unbillable									\$0.00
Total - Billable									\$6,376.98
Total									\$6,376.98