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Attorneys for Plaintiff KASSANDRA
VASQUEZ, individually and on behalf of all
other similarly situated

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

KASSANDRA VASQUEZ, individually and
on behalf of all others similarly situated,

Plaintiffs,

vs.

RLMK, INC., dba MCDONALD'S, a
California Corporation; and DOES 1-50,
inclusive

Defendants

Case No. VCU280653

Assigned for All Purposes to:
Hon. Nathan Ide
Dept.: 2

**DECLARATION OF JAMES HAWKINS IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEYS' FEES,
COSTS AND EXPENSES, AND CLASS
REPRESENTATIVE SERVICE AWARDS**

Date: November 15, 2021
Time: 8:30 a.m.
Dept.: 2

DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am one of the attorneys of record and Class Counsel for Plaintiff KASSANDRA VASQUEZ (“Plaintiffs” or “Class Representatives”) and the certified class. I submit this declaration in support of the motion for final approval of class and PAGA settlement and the motion for attorneys’ fees, costs and representative enhancements. I am a partner at James Hawkins APLC. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. On October 2, 2019, Plaintiff Vasquez filed her class action complaint alleging the following claims (1) failure to pay minimum wages and overtime wages; (2) failure to provide meal breaks; (3) failure to authorize/permit rest breaks; (4) failure to timely pay wages; (5) failure to reimburse business expenses; and (6) unfair competition. On April 1, 2021 Plaintiff Vasquez submitted a PAGA notice to the LWDA in accordance with the requirements of Labor Code section 2699.3(a). The PAGA notice alleged that Defendant had violated various California Labor Code sections alleged in the class complaints. The parties awaited the LWDA response if any to investigate the alleged violations. Plaintiff filed a First Amended Complaint on or about June 3, 2021 which alleges claims under PAGA based on the same allegations and Labor Code provisions in the complaint and adding a claim for Labor Code section 226 wage statement violations.

3. On September 28, 2020, Plaintiff Vasquez and Defendant attended a full-day mediation with mediator Jeff Ross, but were not able to reach a settlement on that date. Plaintiff Vasquez and Defendant continued to engage in informal settlement discussions with the assistance of Jeff Ross, including having the financial documents of Defendant reviewed by Plaintiff’s expert CPA. During this process, the parties continued to negotiate, and mediator Jeff Ross communicated a mediator proposal for \$4,250,000. On January 7, 2021, the parties accepted the mediator proposal and ultimately reached a settlement, the terms of which are fully memorialized in the Settlement Agreement.

4. On or about July 21, 2021 the Court entered its order granting preliminary

1 approval of the Settlement. The Settlement is attached hereto as **Exhibit 1**. On September 21,
2 2021 notice was mailed to all the Class Members.

3 5. The Class Members overwhelmingly support the Settlement as there were zero
4 objections and as of the date of this declaration, 99.87% participating class members. The Class
5 has spoken and overwhelmingly approve the settlement. As such, the Court should grant final
6 approval and all its terms.

7
8 6. Plaintiff's Counsel conducted a thorough investigation into the factual
9 and legal issues implicated by Plaintiff's claims, and were able to objectively assess
10 the settlement's reasonableness. For example, prior to filing the action, Plaintiff contacted
11 Plaintiff's Counsel to discuss the factual bases for pursuing her actions against Defendant
12 for Labor Code violations. Plaintiff was intimately familiar with Defendant's labor policies
13 and practices, and over the course of multiple interviews, knowledgeably summarized
14 those policies and practices to Plaintiff's Counsel. During those conversations, Plaintiff's
15 Counsel explained how the policies and practices were instituted and provided valuable
16 insight into how they gave rise to the alleged Labor Code violations. Based on these
17 interviews with Plaintiff, Plaintiff's Counsel determined that there were legally sufficient
18 grounds for pursuing the Actions against Defendant. In preparation for drafting the
19 complaint, Plaintiff's Counsel conducted their own independent preliminary
20 investigations into the factual bases for Plaintiff's claims, which entailed, *inter alia*, a
21 careful examination of Plaintiff's personnel files and associated records.

22
23 7. In response to Plaintiff's informal discovery requests, Plaintiff's Counsel
24 received a considerable amount of documents and data, including employee demographic
25 data, time and pay records, and Defendant's policies and procedures manuals which
26 covered a broad range of topics including, *inter alia*, employee clock-in policies and
27 procedures, attendance policies, meal periods/rest periods, overtime & premium pay, etc.
28 and sampled time and pay records for approximately 20% of the Class Members. The
29 document and data exchanges allowed Plaintiff's Counsel to fully assess the nature and
30 magnitude of the claims being settled, as well as the impediments to recovery, and
31
32

1 ultimately enabled Plaintiff's Counsel so as to make an independent assessment of the
2 reasonableness of the settlement's terms.

3 8. In summary, Plaintiff's Counsel performed a thorough investigation into the
4 claims at issue, which included: (1) determining Plaintiffs' suitability as private attorneys
5 general and class representative through interviews, background investigations, and
6 analyses of her employment files and related records; (2) evaluating all of Plaintiff's
7 potential representative claims; (3) researching similar wage and hour class actions as to
8 the claims brought, the nature of the positions, and the type of employer; (4) analyzing
9 employees' time and wage records; (5) reviewing Defendant's employment policies and
10 practices; (6) researching settlements in similar cases; (7) evaluating Plaintiffs' claims
11 and estimating Defendant's liability for purposes of settlement; (8) drafting the mediation
12 brief; and (9) participating in the mediation.
13

14 9. By engaging in such a thorough investigation and evaluation of Plaintiff's
15 claims, Plaintiff's Counsel can opine that the Settlement, for the consideration and on the
16 terms set forth in the Settlement Agreement, is fair, reasonable, an adequate, and is in the
17 best interests of Class Members in light of all known facts and circumstances, including the
18 risk of significant delay and uncertainty associated with litigation, and various defenses
19 asserted by Defendants.
20

21 10. All this was taken into consideration when the parties participated in multiple
22 meetings in an attempt to settle the claims at issue. These settlement efforts were conducted
23 during formal mediation (mediated by Jeff Ross.) The Parties were finally eventually agreed to
24 accept the mediator proposal, which is set forth in complete and final form in the Settlement
25 Agreement.
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27 11. Based on the thorough investigation of the claims, and the reaction from the
28 class, I continue to believe the settlement terms are fair adequate and reasonable and the Court
29 should grant approval.
30

31 12. To protect the integrity of the settlement and to account for passage of time in
32 obtaining settlement approval, Class Counsel negotiated paragraph 3.6.2 which states

1 that the Settlement is based on Defendants' representation that there were approximately
2 340,000 Workweeks through September 28, 2020. Should the actual number of
3 Workweeks increase by more than ten percent (10%), Defendants, at their option may choose to
4 (1) increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase
5 in the number of Workweeks worked by the Class Members above 10%; or (2) cut off the date
6 of the Class Period upon the date the total workweeks reach 374,000. Defendant exercised
7 option 2 which limits the end of the class period at February 25, 2021. As a result,
8 approximately 551 putative class members are not in the class and have not released any
9 claims, nor did they receive notice.

11 **CLASS COUNSEL EXPERIENCE**

12 13. In 1993, I graduated from the University of California, Los Angeles with a
13 Bachelor of Arts Degree. Following graduation, I attended Whittier Law School. In 1996,
14 while a full-time law student, I was also a full-time Judicial Extern for the Honorable Consuelo
15 B. Marshall, United States District Court, Central District. After approximately five months of
16 service for Judge Marshall, I became a full-time extern for the United States Attorney's Office,
17 Central District of California. My externship lasted for approximately five months. Thereafter,
18 in 1997, I graduated from Whittier Law School. The same year, I was admitted to practice law
19 in the State of California.

20 21 14. From 1997 to 2007, I was a named partner at Hawkins & Sofonio, a law firm
22 based out of Irvine, California. At Hawkins & Sofonio, I pioneered the employment
23 department litigating plaintiff related employment issues such as: Wrongful Termination, Age
24 Discrimination, Disability, Wage and Hour and Sexual Harassment claims. Through the
25 success and experience I obtained litigating employment related matters, I commenced
26 litigating Wage and Hour Class Actions in 2002. Since then, I have spent the vast majority of
27 my practice litigating Wage and Hour Class Actions.

28 29 15. I and my firm have a great deal of experience in wage and hour class action
30 litigation. I have been certified and approved as class counsel in many other wage/hour class
31 actions, and I am currently litigating numerous others before federal and state courts.
32

1 Although not an all-inclusive list, over the years I have prosecuted the following class action
2 matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those
3 associated with this Action: In 2007, I incorporated my wage and hour class action practice as
4 James Hawkins, APLC (“JHAPLC”). Since its inception, this law firm has been exclusively
5 involved in class action and complex litigation. In 2009, I opened an additional office in
6 Miami, Florida, to prosecute wage and hour class actions.
7

8 16. I, and the other attorneys of JHAPLC, have a great deal of experience in wage
9 and hour class action litigation. I have been certified and approved as class counsel in many
10 other wage/hour class actions, and I am currently litigating numerous others before this Court
11 and others. By way of example, since 2002, I have been lead or co-lead counsel in all of the
12 cases listed in below which implicate similar law and facts to those associated with the
13 Consolidated Action. This is not an all-inclusive list.
14

- 15 • ***Mojica v. Compass Group, Inc., et. al.*** USDC Central District, Case No. 8:13-cv-
16 01754.
- 17 • ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- 18 • ***Ortiz v. Kmart,*** USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- 19 • ***Morgan v. Aramark Campus, LLC,*** USDC, CENTRAL DISTRICT, Case No.
20 SACV08-00412.
- 21 • ***West v Iron Mountain Information Management, Inc, et. al.;*** Los Angeles County
22 Superior Court, Case No. BC393709.
- 23 • ***Gonzalez v. Superior Industries International, Inc., et al.,*** Los Angeles County
24 Superior Court, Case No. BC 357912.
- 25 • ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.,*** Riverside County
26 Superior Court, Case No. RIC 440630.
- 27 • ***Walker v. Sharkeez, et al.,*** Orange County Superior Court, Case No. 05CC00293.
- 28 • ***Padron v. Universal Protection Service, et al,*** Orange County Superior Court, Case No.
29 05CC00013.
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- 1 • ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court, Case
2 No. 105-CV047499, et al. J.C.C.P. No. 4460.
- 3 • ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court,
4 Case No. RIC 420909.
- 5 • ***Ruiz, et al. v. Unisourse Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT, Case
6 No. CV09-05848.
- 7 • ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL DISTRICT,
8 Case No. SACV 08-680.
- 9 • ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No.
10 05CC00128.
- 11 • ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No.
12 07CC01292.
- 13 • ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior
14 Court, Case No. BC411477.
- 15 • ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case No.
16 06CC00099.
- 17 • ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No. BC
18 330145.
- 19 • ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case No.
20 CGC-07-461612.
- 21 • ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No.
22 07CC00015.
- 23 • ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court, Case
24 No. 07CC01347.
- 25 • ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court, Case
26 No. BC387088.
- 27 • ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour***
28 ***Cases***, Los Angeles Superior Court, Case No. JCCP 4545.
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- 1 • ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior Court,
2 Case No. 30-2013-00694012-CU-OE-CXC.
- 3 • ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527.
- 4 • ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-00637062-
5 CU-OE-CXC.
- 6 • ***Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-
7 00653425-CU-OE-CXC.
- 8 • ***Gutierrez v. HMT Tank, USDC Central Dist.***, Case No. CV14-1967-CAS(MANx).
- 9 • ***Williams v. Il Fornaio America Corp.***, Sacramento County, Case No. 34-2011-
10 0009616.
- 11 • ***Aguilar v. 7-Eleven, Inc.***, Orange County, Case No. 30-2009-002687141-CU-OE-
12 CXC.
- 13 • ***Madrigal v. Huntington Beach Market Broiler, Inc.***, Orange County, Case No. 30-
14 2012-00611260.
- 15 • ***Vang v. Jazz Semiconductor, Inc.***, Orange County, Case no. 30-2011-00460278.
- 16 • ***Cano v. Financial Statement Services, Inc.***, Orange County, Case No. 30-2013-
17 00653349-CU-OE-CXC.
- 18 • ***Gonzalez v. Quality Aluminum Force, LLC***, Orange County, Case No. 30-2015-
19 00817941-CU-OE-CXC.
- 20 • ***Smith v. Space Exploration Technologies Corp.***, Los Angeles County Case No.
21 BC554258.
- 22 • ***Madrigal v. Balda C Brewer, Inc.***, Orange County Case No. 30-2015-00820218-CU-
23 OE-CXC.
- 24 • ***Mendez v. Liberty Glass Fabricators, Inc.***, Riverside County Case No. RIC 1800119
- 25 • ***Attia v. Neiman Marcus Group, Inc.***, United States District Court for the Central
26 District of California Case No. 8:16-cv-001504-DOC-FFM
- 27 • ***Vigueras v. Red Robin***, United States District Court for the Central District of
28 California Case No. 8:17-cv-1422-JVS-DFM.
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- ***Payne v. Marriott Ownership Resorts, Inc.***, San Diego County Case No. 37-2018-00015175-CU-OE-CTL.

17. In sum, my firm has been lead or co-lead counsel in hundreds of cases since its inception, and has recovered hundreds of millions of dollars for employees in the State of California.

18. Our firm served as class counsel in a number of significant wage and hour settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest wage and hour class action settlement in California history at \$130,000,000. During this case, Plaintiffs appealed a decertification order. This case involved several appeals. The appellate record amassed an extensive appellate record comprising a 23-volume joint appendix, a three-volume reporters transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to augment the record, and several additional letters informing the appellate court of new legal authority issued after *Dukes*. The matter was argued to and submitted by the Court of Appeal on September 15, 2016, and on November 21, 2016, the decertification order was reversed and the case was remanded for further proceedings. (*Lubin v. The Wackenhut Corporation* (“*Lubin*”), 5 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision to the California Supreme Court. The Supreme Court denied Wackenhut’s petition for review of *Lubin*. The Court of Appeal issued remittitur on April 10, 2017. Eventually through more litigation, the parties were able to secure the 130 million settlement that was approved on October 21, 2019 by Judge Highberger in the Los Angeles Superior Court.

19. Additionally, in early 2020, our firm served as lead counsel in a class action jury trial in the Central District of California involving the class and PAGA representative claims of over 23,000 employees which successfully resolved in the midst of trial for \$8,500,000.

20. Even more recently, our office along with co counsel filed an appeal in the 9th circuit in *Valiente, et. al. vs. Swift Transportation Co. of Arizona*, Case No. 21-55456, challenging the retroactive application of The Motor Vehicle Safety Act,

1 49 U.S.C. § 31141 preemption of California meal and rest periods laws as applied to
2 commercial drivers.

3 21. Our firm has settled many high-stakes class and representative actions. Hawkins'
4 settlements have directly compensated hundreds of thousands of California workers and consumers.
5 Hawkins' actions have also forced employers to modify their policies for the benefit of employees,
6 including changing the compensation structure for commissioned employees and changing practices to
7 ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA
8 enforcement actions, Hawkins has secured millions of dollars in civil penalties for the State of
9 California.
10

11 22. Based on our experience, demonstrated competence, resources to prosecute
12 the claims at issue and reputation among our colleagues in the both the defense and Plaintiffs
13 bar, I respectfully submit our firm's experience in the field of wage and hour cases provides us
14 the ability to prosecute claims swiftly and often times without the need for protracted litigation.
15 Although, as demonstrated in the *Wackenhut* cases, we do not give up fighting for class
16 members when challenged and necessary.
17

18 23. As such, James Hawkins APLC is experienced in litigating wage and hours
19 cases and the Court should consider in awarding attorneys' fees our firm's ability to resolve
20 this case without the need for protracted litigation, and which served the best interest of the
21 plaintiff, the class and the public via the LWDA PAGA claim.

22 24. To date, my firm as one of the Class Counsel, on behalf of Plaintiffs and the
23 Settlement Class Members have expended collectively hundreds of hours and thousands in
24 costs litigating this matter.
25

26 25. Here, the Parties' contractual agreement to pay attorneys' fees of 1/3 of the
27 non reversionary gross settlement amount is reasonable. My firm and I have been the only
28 counsel to represent Plaintiff and the other Settlement Class members in this matter, and we
29 have borne the entire risk and cost of this litigation on a pure contingency fee basis.¹ The legal
30

31 ¹ Indeed as an example, Class Counsel litigated a certified class case entitled *Cole, et. al. v.*
32 *CRST*, in the Central District of California Case No. ED-CV 08-1570-VAP, for approximately 11 years

1 issues raised in this case are complex and drew significantly upon my experience and the
2 extensive review and analysis of documents and information by me and others at my firm. In a
3 complex action such as this, the proposed attorneys' fees are reasonable. This case has been
4 litigated for several years and the fees incurred exceed the requested amounts.

5 26. To date, our firm, on behalf of Plaintiffs and the settlement class members,
6 has documented approximately 473.40 hours litigating this matter with a lodestar of
7 approximately \$365,485 based upon the average hourly rates of Gregory Mauro at \$850.00/hour
8 X and 234.30 hours = \$199,155; and James Hawkins at \$900.00/hour X 169.30 hours =
9 152,370; and Melissa Whitson paralegal \$200/hour X 69.80 hours = \$13,960. Attached hereto as
10 **Exhibit 2** is a true and correct copy of our firm's hours. We would estimate numerous
11 additional hours that were performed and necessary to the prosecution of the case.
12

13 27. While adjusting our rates to track market increases, our rates have steadily remained
14 reasonable and competitive, and have been consistently approved by the California Superior Courts and the
15 United States District Courts of California. See more recently: *Viguera, et. al. v. Red Robin*
16 *International, Inc. et. al.* USDC Case No. 8:17-cv-01422, The work performed in this particular case
17 to date, the background of Hawkins, as well as the individual backgrounds, training, and
18 experience of the attorneys who worked on this matter, in litigating complex wage-and-hour
19 class and PAGA representative actions support a reasonably hourly rate of compensation.
20

21 28. The hourly charged by Hawkins are in line with the prevailing rates of attorneys
22 in the local legal community for similar work and, if this were a commercial matter, these are
23 the charges that would be made and presented to the client. These hourly rates have been
24 approved by Court's throughout California, including the Courts in the Superior Court of
25 California.
26

27 29. The reasonableness of Plaintiff's Counsel's hourly rates are confirmed by
28

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30 which ultimately resulted in Judgment in favor of the Defendant and confirmed on appeal, where
31 hundreds of thousands of dollars in costs including thousands of hours of attorney time by Plaintiffs were
32 never recovered.

1 comparing such rates with the rates of comparable counsel practicing complex and class
2 litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings,*
3 *LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
4 that attorney rates are reasonable rates when compared within 21 other firms practicing in the
5 Southern District of California.) This survey is useful to show that Plaintiff's Counsel's rates
6 are in line with the comparable rates of the defense counsel that opposes these types of class
7 claims. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel
8 in many cases prosecuted by Plaintiff's Counsel (one of the most frequent opposing counsel),
9 charges rates as high as \$950 for partners and \$600 for associates. Similarly, Paul Hastings,
10 another opposing counsel in these types of cases, charges between \$900 and \$850 for partners
11 and \$755 and \$335 for associates. Thus, the rates charged by my firm for comparable work
12 are less than these examples, and are therefore undoubtedly reasonable.
13

14
15 30. Our practice is limited exclusively to litigation, focusing on the representation
16 of employees in wage and hour and consumer class action matters. As prominent attorneys in
17 the field of wage and hour class action litigation, we continually monitor the prevailing market
18 rates charged by both defense and plaintiff law firms and set the billing rates of their attorneys
19 and paralegals to be consistent with the prevailing market rates in the private sector for
20 attorneys and staff of comparable skill, qualifications and experience. Other wage and hour
21 attorneys working as class counsel before California courts charge comparable if not higher
22 rates. Therefore, as they are in line with those of the relevant community, Class Counsels'
23 hourly rates are reasonable.
24

25 31. In addition to the requested attorneys' fees, our office has expended
26 approximately \$16,465.30 in costs in prosecuting this action. These costs have been necessary
27 costs associated with prosecution of this important matter. Counsel for Plaintiff respectfully
28 request the Court grant the request to have these costs repaid from the Settlement. Attached
29 hereto as **Exhibit 3** is a true and correct copy of Class Counsel's costs bill.
30

31 32. Despite the complexity of the case, Class Counsel has, through the investment of
32 substantial effort and the resources of my law firm been able to secure an outstanding settlement

1 on behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual
2 obstacles in demonstrating that class certification was appropriate. Plaintiff would also have
3 been required to establish a significant amount of witness testimony, pattern and practice
4 evidence, statistical evidence, sampling evidence, expert testimony, and other evidence in order
5 to present their case both at the class certification stage and trial. Defendant has vigorously
6 contested liability, the amount of claimed damages, and the propriety of class certification, and
7 would have continued to do so through trial. Accordingly, I believe the Settlement to be fair,
8 reasonable, and adequate and in the best interests of the Settlement Class. The fairness and
9 adequacy of the Settlement is confirmed by all known facts and circumstances, including the
10 risk of significant delay and uncertainty associated with litigation, the various defenses asserted
11 by Defendant, and numerous potential appellate issues.

12
13 33. The Class Representative provided extensive supporting documents and
14 has assisted Class Counsel in developing information necessary to litigate and settle this case.
15 Plaintiff also conducted record review and consultation with counsel in preparation for
16 discovery, and preparation for settlement discussions, and to assist in evaluating and proving
17 the claims. The settlement provides for an enhancement to be paid to the Class Representative
18 subject to Court approval. The purpose is to compensate the Class Representative an
19 additional enhanced payment, taking into consideration the risks, time, effort and expenses
20 incurred in coming forward to provide invaluable information and negotiate and litigate this
21 matter on behalf of all Settlement Class members who otherwise, would probably not file their
22 own individual claims. Further, the payment to the Class Representative is very fair and
23 justified as part of the Settlement based on the risks and benefits Plaintiff have taken and
24 benefits conferred upon the Settlement Class. Attached as **Exhibit 4** is a true and correct copy
25 of Plaintiff Vasquez's declaration previously filed with the motion for preliminary approval.

26
27 34. Based upon my experience in litigating wage and hour class actions, I am of the
28 opinion that the proposed Settlement is fair reasonable and adequate and in the best interest of
29 the Class Members, and the Court should grant approval and all its terms.

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31 I declare under penalty of perjury that the foregoing is true and correct. Executed on
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October 21, 2021, at Irvine, California.



JAMES R. HAWKINS, ESQ.

EXHIBIT 1

1 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

KATHERINE C. DEN BLEYKER, SB# 257187

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4 Los Angeles, California 90071

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5 Facsimile: 213.250.7900

6 Attorneys for Defendant R L M K, INC. dba

McDonald's Restaurant (erroneously sued as

7 RLMK, Inc. dba McDonald's); Leapday

Enterprise, Inc.; KAD Enterprises, LLC; Delph

8 Enterprises, LLC; KAD91, Inc.

9 **Plaintiff's Counsel listed on Next Page

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF TULARE

12
13 KASSANDRA VASQUEZ, individually and
on behalf of all others similarly situated,

14 Plaintiffs,

15 vs.

16 RLMK, INC., dba MCDONALD'S, a
17 California corporation; and DOES 1-50,
inclusive,

18 Defendants.
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Case No. 280653

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE**

Assigned for All Purposes to:
Hon. Melinda Reed, Dept. 1

Action Filed: October 2, 2019
Trial Date: None Set

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3 Gregory Mauro, Esq. (#222239)
4 Michael Calvo, Esq. (#314986)
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Attorneys for Plaintiff KASSANDRA VASQUEZ,
individually and on behalf of all others similarly situated

1 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff KASSANDRA
2 VASQUEZ (“Plaintiff” or “Class Representative”), on behalf of herself and all others similarly
3 situated to her and as defined below, and R L M K, INC. dba McDonald’s Restaurant; Leapday
4 Enterprise, Inc.; KAD Enterprises, LLC; Delph Enterprises, LLC; and KAD91, Inc (collectively,
5 “Defendants”), as set forth below:

6 **I. The Conditional Nature of This Stipulation**

7 Defendants and Class Representative enter into this Joint Stipulation of Class Action and
8 PAGA Settlement and Release (“Stipulation,” “Settlement,” or “Settlement Agreement”), including
9 all associated exhibits or attachments, in compromise of dispute claims for the sole purpose of
10 resolving the matters entitled *Kassandra Vasquez v. RLMK, Inc. dba McDonald’s, et al.*, Tulare
11 County Superior Court Case No. 280653 (“Action” or “Litigation”). The Settlement is subject to
12 approval by the Court. In the event that the Court does not execute and file the Final Approval
13 Order and Judgment, or in the event that the associated Judgment does not become final for any
14 reason, this Stipulation will be deemed null and void, it will be of no force or effect whatsoever, it
15 will not be referred to or used for any purpose whatsoever, and the negotiation, terms, and entry of
16 it shall remain subject to the provisions of California Evidence Code §§ 1119 and 1152.

17 Defendants deny all of the claims and allegations asserted in the Litigation (as defined
18 herein). Defendants have agreed to resolve this Action via this Stipulation, but to the extent this
19 Stipulation is deemed void or does not take effect, Defendants do not waive, but rather expressly
20 reserves all rights to challenge all such claims and allegations in the Action upon all procedural and
21 factual grounds, including without limitation the ability to challenge suitability for class treatment
22 or representative adjudication on any grounds or to assert any and all defenses or privileges. The
23 Class Representative and her counsel agree that Defendants retain and reserves these rights. In
24 particular, the Class Representative and her counsel waive and agree not to argue or to present any
25 argument that Defendants would be estopped from contesting class certification because it has
26 entered into this Stipulation.

27 **II. The Parties to this Stipulation**

28 This Stipulation (with the associated exhibits) is made and entered into by and among

1 Plaintiff (on behalf of herself and each of the members of the Class [as defined below]) and
2 Defendants (Plaintiff and Defendants shall be referred to collectively as “Parties”). This Stipulation
3 is intended by the Parties to result in a Judgment and to fully, finally, and forever resolve, discharge,
4 and settle the Released Claims (defined below) upon and subject to the terms and conditions thereof.

5 **III. Procedural Posture**

6 On October 2, 2019, Plaintiff commenced a class action lawsuit against Defendant R L M
7 K, Inc. dba McDonald’s Restaurant (erroneously sued as RLMK, Inc. dba McDonald’s) by filing
8 her Class Action Complaint for Damages in Tulare County Superior Court. On September 28, 2020,
9 the Parties participated in mediation before Jeffrey Ross. Negotiations continued after mediation
10 through January 6, 2021. The parties accepted a Mediator’s Proposal, which was the result of an
11 arms-length negotiation with the Parties agreeing to settle this matter and enter into this Stipulation.
12 In connection with this Settlement, Plaintiff shall file a Second Amended Complaint to correct the
13 current Defendant’s name to R L M K, Inc. dba McDonald’s Restaurant, and include the following
14 Defendants: Leapday Enterprise, Inc.; KAD Enterprises, LLC; Delph Enterprises, LLC; and
15 KAD91, Inc. Additionally, Plaintiff shall properly exhaust as necessary and amend the Complaint
16 to add the following claims: (1) failure to provide accurate wage statements; and (2) penalties
17 pursuant to the Private Attorneys’ General Act (“PAGA”).

18 **IV. Defendants’ Denial of Wrongdoing or Liability**

19 Defendants deny all of the claims and contentions alleged by the Plaintiff in the Litigation,
20 and has asserted multiple defenses to liability, class certification, and damages. Defendants do not,
21 by this Settlement Agreement or otherwise, admit any liability of wrongdoing of any kind.
22 Nonetheless, Defendants have taken into account the uncertainty and risks inherent in any litigation,
23 particularly class action litigation, and concluded that to continue the Litigation would be protracted
24 and expensive and that it is desirable that the Litigation be fully and finally settled in the manner
25 and upon the terms and conditions set forth in this Stipulation.

26 The Parties understand and acknowledge that this Settlement Agreement constitutes a
27 compromise and settlement of disputed claims. No action taken by the Parties whether previously
28 or in connection with the negotiations or proceedings connected with the Settlement or this

1 Agreement shall be deemed or construed to be an admission of the truth or falsity of any allegations,
2 claims, or defenses heretofore made, or an acknowledgment or admission by any party of any fact,
3 fault, liability, or wrongdoing of any kind whatsoever.

4 Neither the Settlement, nor any act performed or document executed pursuant to or in
5 furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or
6 evidence of, the validity of any claim made by the Plaintiff or Class Members, or of any wrongdoing
7 or liability of Defendants or the Released Parties (as defined below); or (b) is or may be deemed to
8 be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released
9 Parties, in the Litigation or in any proceeding in any court, administrative agency, or other tribunal;
10 or construed as an admission by Defendants or the Released Parties regarding the validity of any
11 allegation or claim asserted in this Action or that Defendants or Released Parties have waived any
12 allegation or claim asserted in the Action.

13 In addition to any other defenses Defendants may have at law, in equity, or otherwise, to the
14 extent permitted by law, this Settlement Agreement may be pleaded as a full and complete defense
15 to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that
16 may be instituted, prosecuted or attempted in breach of this Settlement Agreement or the releases
17 contained herein.

18 In light of the above, Defendants have determined that it is desirable and beneficial to it that
19 the Litigation be settled in the manner and upon the terms and conditions set forth in this Stipulation.

20 **V. Claims of the Class Representative and Benefits of Settlement**

21 The Class Representative believes that the claims asserted in the Litigation have merit. The
22 Class Representative and Class Counsel recognize and acknowledge, however, the expense and
23 time, which could take many years, associated with continued litigation against Defendants through
24 class certification, trial, and/or appeals. The Class Representative and Class Counsel have also taken
25 into account the uncertain outcome and risks of any litigation, and in particular putative class actions
26 such as this Litigation, as well as the difficulties and delays inherent in such litigation. The Class
27 Representative and Class Counsel are also mindful of the inherent problems of proof in establishing
28 and overcoming potential defenses to the claims asserted in the Litigation. In light of these

1 considerations, the Class Representative and Class Counsel believe that the Settlement set forth in
2 the Stipulation confers substantial benefits and is in the best interests of the Class.

3 **VI. Terms of Stipulation and Agreement of Settlement**

4 **1. Definitions**

5 As used in all parts of this Stipulation (including the exhibits which are incorporated as part
6 of the Stipulation), the following terms have the meanings specified below:

7 1.1 “Settlement Class” or “Class Members” means any and all current and former
8 hourly-paid non-exempt employees who worked for Defendants within the State of California at
9 any time from October 2, 2015 to the Preliminary Approval Date, or 60 days after full execution,
10 whichever date occurs first. Defendants represents there were approximately 7,200 employees
11 through September 28, 2020

12 1.2 “Class Counsel” means James R. Hawkins, Gregory Mauro, and Michael Calvo of
13 James Hawkins APLC, 9880 Research Drive, Suite 200, Irvine, CA 92618.

14 1.3 “Class Period” means the time period from October 2, 2015 to the Preliminary
15 Approval Date, or 60 days after full execution, whichever date occurs first, who worked for
16 Defendants as hourly-paid non-exempt employees in California.

17 1.4 “Court” means the Superior Court of the State of California, for the County of Tulare.

18 1.5 “Complaint” the Complaint captioned *Kassandra Vasquez, et al. v. RLMK, Inc.*
19 *dba McDonald’s, et al.*, filed on October 2, 2015, and all amendments thereto, if any.

20 1.6 “Effective Date” means the later of: (a) if no objections to the Settlement are
21 submitted, the date on which the Court issues the Final Approval Order and Judgment; (b) if any
22 objections to the Settlement are submitted, the date which is forty-five (45) calendar days after notice
23 of entry of the Final Approval Order and Judgment if no notice is filed within that time seeking
24 appeal of the Final Approval Order and Judgment and if no motion for extension to appeal is filed;
25 or (c) if a notice of appeal is filed, the date upon which all appellate and/or other proceedings resulting
26 from the notice of appeal have been terminated in such a manner as to permit the Final Approval
27 Order and Judgment to take effect in substantially the form described herein

28 1.7 “Employer Taxes” means Defendants’ share of payroll taxes (e.g. UI, ETT, Social

1 Security, and Medicare taxes) with respect to the wages portion of Individual Settlement Amounts,
2 which will be paid by Defendants separately and in addition to the Maximum Settlement Amount.

3 1.8 "Skip Tracing" means the utilization of Accurint or Experian, or some comparable
4 system, after the Reasonable Address Verification, to review the accuracy of and, if possible, to
5 update a mailing address for a Class Member in the event that his or her Class Notice is returned to
6 the Settlement Administrator as undeliverable without a forwarding address.

7 1.9 "Maximum Settlement Amount" is the amount of Four Million Two Hundred and
8 Fifty Thousand Dollars and Zero Cents (\$4,250,000.00), which is the maximum amount to be paid
9 by Defendants pursuant to the Settlement Agreement, which will include: Attorneys' Fees and
10 Costs, Settlement Administration Costs, Service Payments, LWDA Payment, employee-portion of
11 PAGA Penalties, and the Net Settlement Amount.

12 1.10 "Individual Settlement Amount" means an individual Participating Class Member's
13 share of the Net Settlement Amount, which will be allocated as 20% wages and 80% interest and
14 penalties. Individual Settlement Amounts will be calculated by multiplying the Net Settlement
15 Amount by the Payment Ratio Fraction of each Participating Class Member.

16 1.11 "Individual Settlement Payment" means the net payment of a Participating Class
17 Member's Individual Settlement Amount, after reduction for the applicable taxes.

18 1.12 "Last Known Address" means the most recently recorded mailing address for a Class
19 Member, as such information is contained in employment, payroll, or personnel records maintained
20 by Defendants.

21 1.13 "Net Settlement Amount" means the Maximum Settlement Amount, less the amount
22 that will be available for payment to all Participating Class Members (subject to the occurrence of
23 the Effective Date), and is calculated by subtracting all of the following from the Maximum
24 Settlement Amount: (1) attorneys' fees in the amount of up to \$1,416,666.00 and reimbursement of
25 litigation costs and expenses in the amount of up to \$20,000.00 to Class Counsel ("Attorneys' Fees
26 and Costs"); (2) service award to Plaintiff in the amount of up to \$7,500.00 ("Service Payment");
27 (3) fees and expenses of administration of the Settlement to the Settlement Administrator in an
28 amount not to exceed \$80,000.00 ("Settlement Administration Costs"); (4) the twenty-five percent

(25%) share of the PAGA Penalties to be a part of the Net Settlement Sum that will be distributed to Class Members in the PAGA Group in the amount of \$62,500.00; and (5) the seventy-five percent (75%) share of PAGA Penalties (“LWDA Payment”) in the amount of \$187,500.00 to the California Labor and Workforce Development Agency (“LWDA”). The Net Settlement Amount is currently estimated to be approximately \$2,475,834.00, and this figure may change depending on the actual amounts awarded by the Court for the Settlement Administration Costs, Attorneys’ Fees and Costs, Service Payment, and approved by the Court for PAGA Penalties. Any difference between the following amounts allocated and actually awarded shall be included in the Net Settlement Amount: attorneys’ fees, reimbursement of litigation costs and expenses, service award to Plaintiff, or fees and expenses of administration of the Settlement to the Settlement Administrator, shall be included in the Net Settlement Amount.

1.14 “Notice of Class Action Settlement” or “Class Notice(s)” means a notice titled “Notice of Class Action Settlement” to be approved by the Court, substantially in the form attached hereto as “**Exhibit 1.**” The Notice of Class Action Settlement will constitute the Class Notice pursuant to California Rule of Court, Rule 3.769(f).

1.15 “Opt Out” means a Class Member’s act of excluding him or herself from the Settlement, by way of submitting a timely and valid Request for Exclusion to the Settlement Administrator, in conformity with the requirements set forth herein and in the Class Notice.

1.16 “Final Approval Order and Judgment” means the judgment and order to be entered by the Court, substantially in the form that the parties mutually agree to and lodge with the Court, which will be a judgment for purposes of California Rule of Court, Rule 3.771(a) (“Judgment”) and constitute approval pursuant to California Rule of Court, Rule 3.769(a). The Final Approval Order and Judgment will be posted on the Settlement Administrator’s website for a period of sixty (60) calendar days in compliance with California Rule of Court, Rule 3.771(b).

1.17 “PAGA Penalties” means the penalties pursuant to California Labor Code §§ 2698 et seq., the Private Attorneys General Act of 2004 in the amount of \$250,000.00 to be paid in the settlement of the PAGA claims in the Litigation. PAGA Penalties are to be approved by the Court pursuant to Labor Code § 2699 and are to be distributed as follows: seventy-five percent (75%) to

1 the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) to be a part of the Net
2 Settlement Sum that will be distributed to Class Members in the PAGA Group.

3 1.18 "PAGA Calculation" means the Settlement Administrator will calculate the total
4 Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA
5 Member during the PAGA Period and then dividing the Workweeks by two (2) to come up with the
6 number of Pay Periods each individual worked during the PAGA Period.. The respective Pay
7 Periods for each PAGA Member will be divided by the total Pay Periods for all PAGA Members,
8 resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will
9 then be multiplied by the employee portion of the PAGA Penalties to calculate each PAGA
10 Member's estimated share of the PAGA Penalties. PAGA Members shall receive this portion of
11 their Individual Settlement Payment regardless of whether they opt out of the participation regarding
12 the class claims.

13 1.19 "PAGA" Period means the period from October 2, 2018 to the earlier of 60 days after
14 full execution of this settlement agreement or the Preliminary Approval Date.

15 1.20 "PAGA Members" means all current and former non-exempt employees of
16 Defendants who were employed by Defendants in the state of California at any time during the
17 PAGA Period.

18 1.21 "Participating Class Members" or "Settlement Class" means all Class Members who
19 do not Opt Out pursuant to Paragraph 3.3.4 and, thus, become bound by the Judgment.

20 1.22 "Payment Ratio Fraction" means a fraction that has as its numerator the Participating
21 Class Member's individual Workweeks and has as its denominator the total aggregate Workweeks
22 of all Participating Class Members.

23 1.23 "Person" means a natural person, corporation, company, partnership, firm,
24 association, or society.

25 1.24 "Preliminary Approval Date" means the date on which the Court grants preliminary
26 approval of the Settlement.

27 1.25 "Preliminary Approval Order" means an order to be executed and filed by the Court,
28 substantially in the form that the parties mutually agree to and lodge with the Court, which will

1 constitute an order certifying a provisional class for settlement purposes only pursuant to California
2 Rule of Court, Rule 3.769(d) and an order setting a Final Approval Hearing pursuant to California
3 Rule of Court, Rule 3.769(e).

4 1.26 “Reasonable Address Verification” means the utilization of the National Change of
5 Address Database maintained by the United States Postal Service to review the accuracy of and, if
6 possible, update a mailing address.

7 1.27 “Released Claims” means all claims, demands, rights, liabilities and causes of action
8 of every nature and description whatsoever including without limitation statutory, constitutional,
9 contractual or common law claims, against the Released Parties (as defined below), and any of them,
10 for relief and penalties, that accrued during the Class Period, and as a result of Class Members’
11 employment by Defendants in California, that arise under any law or administrative order, rule, or
12 other precedent that, pled based on the claims, allegations or facts alleged in the operative
13 Complaint, including claims of failure to pay wages, failure to pay minimum wages, failure to pay
14 overtime wages, failure to provide compliant meal periods and/or associated premiums, failure to
15 provide compliant rest periods and/or associated premiums, failure to provide accurate wage
16 statements, failure to pay wages timely at termination, failure to reimburse for business expenses,
17 unfair competition, PAGA penalties and violations of California Labor Code §§201, 202, 203, 204,
18 226(a), 226.7, 510, 512, 558, 1021.5, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2800, 2802,
19 2804 the applicable Wage Order of the Industrial Wage Commission, civil penalties pursuant to
20 §2698 *et seq.* and other related penalties, and California Business & Professions Code §§ 17200 to
21 17208, including without limitation all related claims for restitution and other equitable relief arising
22 from California Business and Professions Code §§ 17200, *et seq.*, interest on unpaid wages, unpaid
23 wages, attorneys’ fees or litigation costs, and any other related claims and/or penalties, including
24 civil penalties. The release does not extend to any claims not alleged in the operative Complaint
25 and specifically excludes claims for workers’ compensation, personal injuries, unemployment
26 insurance, state disability compensation, claims under the Employment Retirement Income Security
27 Act of 1974, previously vested benefits under any employer sponsored benefits plan, wrongful
28 termination, discrimination, retaliation, and harassment including but not limited to those arising

1 under the Age Discrimination In Employment Act, the California Fair Employment and Housing
2 Act, Title VII of the Federal Civil Rights Act of 1964, and/or Federal Civil Rights Act of 1991, or
3 any similar state or federal laws, the California Family Rights Act, the Federal Family Medical
4 Leave Act, the California Pregnancy Leave Law, or similar state or federal laws, the Federal Equal
5 Pay Act of 1963, violations of the Americans with Disabilities Act of 1990 or violations of any other
6 state or federal law, rule or regulation concerning discrimination, retaliation and/or harassment.

7 1.28 “Released PAGA Claims” means all claims, demands, rights, liabilities and causes
8 of action of every nature and description whatsoever against the Released Parties (as defined below),
9 and any of them, for relief and penalties, that accrued during the PAGA Period, and as a result of
10 Class Members’ employment by Defendants in California, that arise under any law or administrative
11 order, rule, or other precedent that, , was pled based on the claims, allegations or facts alleged in the
12 operative Complaint under the PAGA, including civil penalties pursuant to §2698 *et seq.* for claims
13 of failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to
14 provide compliant meal periods and/or associated premiums, failure to provide compliant rest
15 periods and/or associated premiums, failure to provide accurate wage statements, failure to pay
16 wages timely at termination, failure to reimburse for business expenses and violations of California
17 Labor Code §§201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1021.5, 1174, 1174.5, 1175, 1194,
18 1197, 1197.1, 1198, 2800, 2802, 2804 the applicable Wage Order of the Industrial Wage
19 Commission, and including attorneys’ fees or litigation costs.

20 1.29 “Released Parties” means Defendants R L M K, Inc. dba McDonald’s Restaurant;
21 Leapday Enterprise, Inc.; KAD Enterprises, LLC; Delph Enterprises, LLC; KAD91, Inc.; and each
22 of its parent companies, subsidiaries, related companies, affiliates, dbas, current and former
23 management companies, shareholders, members, agents (including any investment bankers,
24 accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and
25 employees) predecessors, successors, and assigns.

26 1.30 “Response Deadline” means the date that is forty-five (45) calendar days after the
27 date on which the Settlement Administrator initially mails the Class Notice to the Class Members,
28 which will be the deadline for a Class Member to Opt Out, dispute the number of Workweeks

1 credited to him or her, and/or object to the Settlement, and which will be indicated on the Class
2 Notice that is mailed to the Class Members.

3 1.31 “Request for Exclusion” means a written request to be excluded from the Settlement,
4 which must be made in writing submitted to the Settlement Administrator by mail, postmarked on
5 or before the Response Deadline, and which must contain the case name (*Kassandra Vasquez v.*
6 *RLMK, Inc. dba McDonald’s*, Tulare County Superior Court Case No. 280653), as well as the Class
7 Member’s full name, address, telephone number, last four (4) digits of his or her Social Security
8 number, signature, and a clear statement indicating that he or she seeks to exclude him or herself
9 from the Settlement.

10 1.32 “Settlement Administrator” means the third-party settlement administration firm,
11 ILYM Group, Inc.

12 1.33 “Final Approval Hearing” means a hearing set by the Court for the purpose of
13 determining the fairness, adequacy and reasonableness of the Settlement pursuant to class action
14 procedures and requirements and entering Judgment, and required under California Rule of Court,
15 Rule 3.769(a).

16 1.34 “Unknown Claims” means any Released Claims which the Class Representative does
17 not know or suspect to exist in her favor at the time of the entry of the Judgment, and which if known
18 might have affected the settlement with and release of Defendants.

19 1.35 “Updated Address” means a mailing address that was updated via a Reasonable
20 Address Verification, via an updated mailing address provided by the United States Postal Service
21 or a Class Member, via Skip Tracing, or via a Locator Service.

22 1.36 “Workweeks” are any calendar weeks (defined as Monday through Sunday) during
23 the Class Period in which a Class Member worked at least one shift. An individual’s total workweeks
24 will be determined as follows:

25 (a) For the time period of October 2, 2015 through October 4, 2020, the number of actual
26 workweeks for each Class Member will be provided based on Defendants’ internal employee
27 database:

28 (b) For the time period of October 5, 2020 through the end of the Class Period,

1 Defendants will provide the number of actual workweeks for each Class Member, if possible. If
2 Defendants do not have the technological capabilities of providing the actual workweeks for each
3 Class Member for this specified time period, then workweeks for each Class Member for this time
4 period will be determined by calculating the number of calendar weeks between October 5, 2020 or
5 the Class Member's start date, whichever one is later, to the earlier of the Class Member's end date
6 of employment or the Class Period end date.

7 (c) If a Class Member worked during both time periods identified in subsection 1.36(a)
8 and (b), the Settlement Administrator will take the sum of both numbers to determine the total
9 number of workweeks for each Class Member during the Class Period.

10 **2. Settlement Amount, Timing of Payments, Tax Reporting Obligations, and**
11 **Other Obligations of Defendants and the Settlement Administrator**

12 2.1 Defendants will fund the total Maximum Settlement Amount, along with the
13 Employer Taxes (which will be paid by Defendants separately and in addition to the Maximum
14 Settlement Amount). The Maximum Settlement Amount will be paid as follows: Defendants shall
15 deposit the required maximum payout of \$4,250,000.00 with the Settlement Administrator in one
16 installment no later than thirty (30) days after the Effective Date. If the Court's approval of this
17 settlement is overturned on appeal, all settlement funds deposited by Defendants with the Settlement
18 Administrator to date shall be refunded to Defendants within (14) days of the Court's order declining
19 to approve the settlement, and Defendants shall be excused from making any further settlement
20 payment installments.

21 2.2 The Settlement Administrator will administer the Settlement and perform any
22 function related to settlement administration at the agreed-upon instruction of both Class Counsel
23 and Defendants, including, and not limited to, establishing and maintaining a settlement website and
24 toll-free telephone line for Class Members to call with inquiries regarding the Settlement,
25 distributing the Class Notice, performing skip traces with respect to Class Notices that are returned
26 as undeliverable and without a forwarding address on or before the Response Deadline, receiving
27 and processing Requests for Exclusion and objections to the Settlement, adjudicating Class
28 Members' disputes regarding Workweeks, providing Class Counsel and counsel for Defendants

1 with weekly updates on the status of the settlement administration process (including the names and
2 percentages of Class Members who Opt Out or object), calculating and handling inquiries regarding
3 the calculation of the Individual Settlement Amounts, preparing a declaration to submit to the Court
4 that details the settlement notice administration process and identifies each Class Member who Opt
5 Out, and distributing the Maximum Settlement Amount. The actions of the Settlement
6 Administrator will be governed by the terms of this Stipulation. The Parties, through their counsel,
7 may provide written information needed by the Settlement Administrator pursuant to the
8 Stipulation. The Settlement Administrator (along with any of its agents) shall represent and warrant
9 that it will: (a) provide reasonable and appropriate administrative, physical and technical safeguards
10 for any personally identifiable information ("PII"), which it receives from Defendants; (b) not
11 disclose the PII to Class Counsel, Plaintiff, any party or third parties, including agents or
12 subcontractors, without Defendants' consent; (c) not disclose or otherwise use the PII other than to
13 carry out its duties as set forth herein; (d) promptly provide Defendants with notice if PII is subject
14 to unauthorized access, use, disclosure, modification, or destruction; and (e) continue to protect the
15 PII upon termination of its services.

16 2.3 The Parties agree to cooperate in good faith and to coordinate with each other and
17 the Settlement Administrator to carry out the terms of the Settlement, including, without limitation,
18 by providing reasonably available information regarding Class Members.

19 2.4 Defendants, through the Settlement Administrator, will distribute payments as
20 follows:

21 (a) Class Representative Enhancement Payment: Subject to Court approval, the
22 Named Plaintiff shall receive a service award as follows: \$7,500.00. Defendants agree not to oppose
23 the amount of the Named Plaintiff's and Class Representative's service award. Since it is the intent
24 of the Parties that the service award to the Named Plaintiff and Class Representative is for her
25 service to the Class Members, and not wages, the Claims Administrator will not withhold any taxes
26 from the service award. The Claims Administrator will report the service award on a Form 1099,
27 which it will provide to the Named Plaintiff and Class Representative and to the pertinent taxing
28 authorities.

1 (b) Attorneys' Fees and Litigation Costs: Class Counsel shall submit their
2 Application for Award of Attorneys' Fees and Costs to the Court before the Final Approval Hearing.
3 Class Counsel will seek attorneys' fees and costs in the amount of \$1,416,666.00, and actual costs
4 up to \$20,000.00, subject to proof and court approval. Class Counsel shall serve Defendants with
5 copies of all documents in support of their Application for Award of Attorneys' Fees and Costs.
6 The Claims Administrator will report the attorneys' fees and costs award on a Form 1099, which it
7 will provide to Class Counsel and to the pertinent taxing authorities. The failure of the court to
8 award the entire amount sought in attorneys' fees shall not impact the validity and enforceability of
9 the Agreement.

10 (c) Claims Administration Costs: Subject to Court approval, the Claims
11 Administrator shall be paid an amount which is expected to not exceed \$80,000.00 for all fees and
12 costs relating to the administration of this settlement, all tax document preparation, custodial fees
13 and accounting fees, all costs and fees associated with preparing, issuing, and mailing any and all
14 Class Notices, all costs and fees associated with computing, reviewing, and paying distributions
15 from the Maximum Settlement Amount, all costs and fees associated with preparing any tax returns
16 and any other filings required by any governmental taxing authority or agency, all costs and fees
17 associated with preparing any other notices, reports, or filings to be prepared in the course of
18 administering disbursements from the Maximum Settlement Amount, and any other costs and fees
19 incurred and/or charged by the Claims Administrator in connection with the execution of its duties
20 under this Stipulation.

21 2.5 No later than forty-five (45) calendar days after Effective Date and fifteen (15)
22 calendar days after the payment of funds to the Settlement Administrator, Defendants, through the
23 Settlement Administrator, and according to the terms, conditions and procedures set forth in
24 Paragraph 2.6 of this Stipulation, shall pay to each Participating Class Member their Individual
25 Settlement Amount and the PAGA portion of the Individual Settlement Amount corresponding with
26 the release of PAGA claims to the Class Members who have opted out of the non-PAGA portion of
27 the settlement. Each of the payments to Participating Class Members will be inclusive of interest
28 and penalties, including PAGA and wage statement penalties, and will be allocated as follows:

1 Twenty Percent (20%) to satisfaction of claims for unpaid wages; Eighty Percent (80%) to the
2 satisfaction of claims for interest and penalties. All payments to Opt Out Class Members for the
3 Released PAGA Claims shall be considered One Hundred Percent (100%) non-wages. All
4 settlement payments for wages shall be subject to required withholdings and deductions as W-2
5 wage payments. With regard to payments in settlement of claims for penalties and interest, these
6 payments shall be issued through a 1099 form and not subject to withholdings or deductions. The
7 Claims Administrator shall compute the Individual Settlement Amount for the Participating Class
8 Members as follows:

9 (a) The payment of the Individual Settlement Amounts will be calculated by
10 using the formula set forth in Paragraph 1.10.

11 (b) The payment of the PAGA penalties to Class Members of the PAGA Group
12 will be calculated using the formula set forth in Paragraph 1.18.

13 (c) The Parties agree that the above-described formula and distribution methods
14 are reasonable and fair in light of the Parties' investigation of the claims of the Class, and the relative
15 degree of uncertainty, risk of outcome of further litigation, and difficulties and delays inherent in
16 such litigation of these claims. The Parties further acknowledge and agree that the formula used to
17 calculate workweeks and individual settlement and other payments does not imply that all of the
18 elements of damages covered by the release are not being taken into account. The above formula
19 was devised as a practical and logistical tool to simplify the payment process.

20 2.6 Defendants, through the Claims Administrator, will report each payment made on
21 the Maximum Settlement Amount to government authorities including the Internal Revenue Service
22 as required by law, and it shall make all required deductions and/or withholdings. Defendants,
23 through the Claims Administrator, shall report payments for penalties and interest to the Internal
24 Revenue Service (and other relevant governmental agencies) as non-wage income in the year of
25 payment on a Form 1099, or similar form issued to the Participating Class Members in question.

26 2.7 To the extent that there are excess funds from uncashed checks or Class Members
27 who cannot be located, the Parties agree that such funds will escheat to the Controller of the State
28 of California in the name of the Class Member 180 days after the checks have been mailed to the

1 Class Members, unless the Court determines that such funds should be distributed to a *cy pres* or in
2 some other manner, whether by Code of Civil Procedure section 384 or other requirement.

3 **3. Procedure for Approval and Implementation of Settlement**

4 **3.1 Preliminary Approval**

5 3.1.1 The Class Representative, through her counsel of record, will file an
6 unopposed motion for preliminary approval of Settlement, seeking an order approving the
7 Settlement pursuant to the California Rule of Court, Rule 3.769(e), and this Stipulation will be filed
8 with the Court contemporaneously and/or as part of the motion. By way of the motion, the Class
9 Representative will request that the Court enter a Preliminary Approval Order, approving the
10 distribution of the Class Notice and scheduling the Final Approval Hearing (pursuant to California
11 Rule of Court, Rule 3.769(e)) for the purposes of determining whether to grant final approval of the
12 Settlement and enter Judgment in conformity with California Rule of Court, Rule 3.769(h). The
13 motion for preliminary approval of Settlement will be filed with the Court no later than thirty (30)
14 calendar days after receipt of the fully executed Stipulation by Class Counsel.

15 3.1.2 The Settlement will be void if the Court categorically refuses to enter the
16 Preliminary Approval Order in its entirety or in a substantially similar form; however, the Parties
17 are to take all reasonable steps to cure any non-material issues so as to avoid the Settlement being
18 void. A material deficiency would be any failure by the Court to approve the bargained for
19 settlement amount and release, and/or the allocation of the Individual Settlement Amount between
20 wages and penalties as set forth in this Settlement Agreement.

21 **3.2 Notice to Class Members**

22 3.2.1 No later than twenty (20) calendar days after the Settlement Administrator
23 receives the Class List, the Settlement Administrator will mail the Court-approved Class Notice to
24 all Class Members. The Class Notice will be mailed via first class mail through the United States
25 Postal Service. The envelope containing the Class Notice will bear the following phrase in bold
26 type, ¼ inch below the return address or ¼ inch above the addressee's address: RETURN SERVICE
27 REQUESTED. The envelope will also bear the following phrase in the bottom left hand corner:
28 IMPORTANT – R L M K, INC. CLASS ACTION SETTLEMENT INFORMATION. PLEASE

1 OPEN IMMEDIATELY. The Class Notice and its envelope or covering will be marked to denote
2 the return address of the Settlement Administrator as set forth in the Class Notice.

3 3.2.2 Defendants will prepare a list, in an electronically usable format for the
4 Settlement Administrator, containing for each Class Member, to the extent Defendants have such
5 information, the following: the full name; Last Known Address; social security number; total
6 number of actual workweeks from Defendants' employee database for Class Members from October
7 2, 2015 to October 4, 2020; and either the total number of actual workweeks from Defendants'
8 employee database from October 5, 2020 to the end of the Class Period, if possible, or Defendants
9 will provide dates of employment to help determine the number of workweeks from October 5, 2020
10 to the end of the Class Period, which are to be calculated in accordance with paragraph 1.36. ("Class
11 List"). By granting preliminary approval of the Settlement, the Court will be deemed to have
12 authorized Defendants to provide the Settlement Administrator with the Class List. Defendants will
13 provide the Class List to the Settlement Administrator within twenty-one (21) calendar days
14 following the Preliminary Approval Date.

15 3.2.3 For Class Members who were employees of Defendants as of the Preliminary
16 Approval Date, or 60 days after full execution, whichever date occurs first, the Settlement
17 Administrator will mail the Class Notice to the Last Known Address provided by Defendants. No
18 Reasonable Address Verification will be conducted for Class Members who were employed by
19 Defendants as of the Preliminary Approval Date, or 60 days after full execution, whichever date
20 occurs first,.

21 3.2.4 For Class Members who were not employed by Defendants as of the
22 Preliminary Approval Date, or 60 days after full execution, whichever date occurs first, prior to
23 mailing the Class Notice, the Settlement Administrator will undertake a Reasonable Address
24 Verification to ascertain the accuracy of the Last Known Address of the Class Member. To the
25 extent this process yields an Updated Address, that Updated Address will be treated as the Last
26 Known Address for purposes of this Stipulation and for Class Notice mailing.

27 3.2.5 If a Class Member is known to be deceased, the Class Notice for that deceased
28 Class Member will be mailed to the Last Known Address (or Updated Address, if applicable) of the

1 legal representative of the deceased Class Member's estate, to the extent known; otherwise, it will
2 be mailed to the Last Known Address (or Updated Address, if applicable) of the deceased Class
3 Member.

4 3.2.6 Unless the Settlement Administrator receives a Class Notice returned from
5 the United States Postal Service for reasons discussed below in this paragraph, on or before the
6 Response Deadline, that Class Notice will be deemed to have been mailed and received by the Class
7 Member to whom it was sent five (5) calendar days after the mailing. In the event that subsequent
8 to the first mailing of a Class Notice and on or before the Response Deadline, the Class Notice is
9 returned to the Settlement Administrator by the United States Postal Service without a forwarding
10 address, the Settlement Administrator will undertake a Skip Tracing on the Class Member to attempt
11 to ascertain the current address of the Class Member, and if such an address is ascertained, the
12 Settlement Administrator will undertake a single re-mailing of the Class Notice to any Updated
13 Address that is located for the Class Member, within three (3) business days of receipt of the returned
14 Class Notice, and the Class Notice will be deemed mailed and received at that point. In the event
15 that subsequent to the initial mailing of a Class Notice and on or before the Response Deadline, the
16 Class Notice is returned to the Settlement Administrator by the United States Postal Service with a
17 forwarding address for the Class Member, the forwarding address will be deemed the Updated
18 Address for the Class Member, the Settlement Administrator will undertake a single re-mailing of
19 the Class Notice to the Updated Address within three (3) business days of receipt of the returned
20 Class Notice, and the Class Notice will be deemed mailed and received at that point. The Settlement
21 Administrator will include a cover letter with any re-mailing to inform the Class Member that the
22 Class Notice was re-mailed and that he or she has the later of the Response Deadline or ten (10)
23 calendar days from the date on which the Class Notice was re-mailed (which shall be the date the
24 re-mailing of the Class Notice is postmarked) to Opt Out, object to the Settlement, and/or dispute
25 the number of Workweeks credited to him or her. Compliance with the procedures described in this
26 paragraph will constitute due and sufficient notice to Class Members of this Settlement and of the
27 Final Approval Hearing, and will satisfy the requirements of due process. Nothing else will be
28 required of or done by the Parties, Class Counsel, counsel for Defendants, or the Settlement

1 Administrator to provide notice of the Settlement and the Final Approval Hearing.

2 3.2.7 No later than seven (7) calendar days after the Response Deadline, the
3 Settlement Administrator will provide Class Counsel and counsel for Defendants with a declaration
4 attesting to completion of the notice process, including any attempts to obtain Updated Addresses
5 for, and the re-sending of, any returned Class Notices, to be filed with the Court by Class Counsel.

6 **3.3 Responses to the Notice of Class Action Settlement**

7 3.3.1 Disputing Workweeks: If a Class Member disagrees with the number of
8 Workweeks credited to him or her as set forth in his or her Class Notice, he or she must submit a
9 written dispute along with documentation that supports his or her belief that he or she should be
10 credited with a different number of Workweeks. The dispute must be submitted to the Settlement
11 Administrator by mail, postmarked on or before the Response Deadline. The dispute must contain
12 the case name and number of the Action (*Kassandra Vasquez v. RLMK, Inc. dba McDonald's*,
13 Tulare County Superior Court Case No. 280653), as well as the Class Member's name, address,
14 telephone number, last four (4) digits of his or her Social Security number, and signature. The
15 dispute must also contain a clear statement indicating that the Class Member disputes the number
16 of Workweeks credited to him or her. The Settlement Administrator will review the Workweeks
17 dispute and supporting documentation and make a determination based upon the submitted
18 documentation as to the validity of the Class Member's claim. If the Settlement Administrator needs
19 further information from Defendants concerning the Class Member's claim, the Settlement
20 Administrator will notify Defendants and request the needed information. Defendants' records will
21 be presumed determinative if there is a dispute over the dates of employment that the Class Member
22 worked as a non-exempt or hourly-paid employee in California, unless the Class Member has
23 submitted valid and compelling documentation to support his or her claim to a different number of
24 Workweeks than the number shown on the Class Notice. The Settlement Administrator will resolve
25 all disputes by applying the above standard, and the decision of the Settlement Administrator on any
26 such disputes will be final absent contrary order of the Court.

27 3.3.2 Entry of Appearance at Class Members' Own Expense: Pursuant to
28 California Rule of Court, Rule 3.766(d)(5), any Class Member who does not Opt Out may, if the

1 Class Member so desires, enter an appearance through counsel at his or her own expense, and will
2 be advised of this by way of the Class Notice. Class Members who choose to enter such an
3 appearance are responsible for any attorneys' fees or costs incurred as a result thereof.

4 3.3.3 Objections to Settlement: Class Members who do not Opt Out may object to
5 the Settlement by submitting a written objection to the Settlement to the Settlement Administrator,
6 postmarked no later than the Response Deadline. A written objection to the Settlement must be
7 signed by the Class Member and dated, and additionally state the Class Member's name, last four
8 (4) digits of his or her Social Security number, dates of employment as a non-exempt or hourly-paid
9 employee of Defendants in California, the case name and number of the Action (*Kassandra Vasquez*
10 *v. RLMK, Inc. dba McDonald's*, Tulare County Superior Court Case No. 280653), all legal and
11 factual bases for objection to the Settlement, whether the Class Member intends to appear at the
12 Final Approval Hearing, and whether the Class Member is represented by legal counsel (and if so,
13 identifying the legal counsel and providing said legal counsel's mailing address). Alternatively,
14 Class Member's may choose to voice their objections at the Final Approval Hearing. A Class
15 Member who objects to the Settlement will still be considered a Participating Class Member who is
16 subject to the Settlement.

17 3.3.4 Opting Out of Settlement: Class Members may elect to Opt Out of non-
18 PAGA portion of the Settlement and, thus, exclude themselves from the Settlement. Class Members
19 who wish to exercise this option must submit a timely and valid Request for Exclusion to the
20 Settlement Administrator, postmarked on or before the Response Deadline, in accordance with
21 Paragraph 3.2.6. If a valid Request for Exclusion is not received by the Settlement Administrator
22 from a Class Member on or before the Response Deadline, then that Class Member will be deemed
23 to have forever waived his or her right to Opt Out. The Class Notice will advise Class Members of
24 their option to Opt Out of the non-PAGA portion of the Settlement and will contain instructions on
25 how to do so. Class Members who do not Opt Out by submitting valid and timely Requests for
26 Exclusion will be deemed to be Participating Class Members, will be bound by the Settlement and
27 the Judgment entered based thereon. Class Members who Opt Out by submitting valid and timely
28 Requests for Exclusion will not be bound by the Settlement other than the release of Released PAGA

1 Claims, will not be entitled to any benefits thereunder other than a payment for the PAGA portion
2 for the Released PAGA Claims, or to make any objection to the Settlement.

3 3.3.5 If a Class Member submits both a Request for Exclusion and an objection
4 to the Settlement, the Request for Exclusion will be accepted and the objection will be disregarded.

5 3.3.6 The Parties agree that the Response Deadline will not be extended, and no
6 untimely submissions will be honored, under any circumstances, unless mutually agreeable by the
7 Parties and/or except to the extent permitted under Paragraph 3.2.6.

8 **3.4 Final Approval Hearing.**

9 3.4.1 After the Response Deadline, a Final Approval Hearing will be held before
10 the Court in order to: (1) determine whether the Court should grant final approval of the Settlement;
11 (2) consider objections to the Settlement; and (3) consider Class Representative's application for an
12 award of Attorneys' Fees and Costs to Class Counsel and the Service Payment to the Class
13 Representative. At the Final Approval Hearing, the Parties will request that the Court grant final
14 approval of the Settlement and enter the Final Approval Order and Judgment. The Parties will take
15 all reasonable efforts to secure entry of the Final Approval Order and Judgment. If the Court rejects
16 the Stipulation, fails to enter the Final Approval Order and Judgment, this Stipulation will be void,
17 and Defendants will have no obligation to make any payments under the Settlement, other than the
18 Settlement Administration Costs; however, the Parties and their counsel agree to make all
19 reasonable efforts to fix any issues that the Court cites for its non-approval as set forth in Paragraph
20 3.1.2.

21 **3.5 Releases**

22 3.5.1 Release by Participating Class Members. Upon the Effective Date, each of
23 the Participating Class Members (including the Class Representative) will be deemed to have, and
24 by operation of the Judgment will have fully, finally, and forever released, relinquished and
25 discharged Defendants and the Released Parties from any and all Released Claims.

26 3.5.2 Release of Released PAGA Claims by Participating Class Members and Opt
27 Out Members. Upon the Effective Date, each of the Participating Class Members and Opt Out Class
28 Members will be deemed to have, and by operation of the Judgment will have fully, finally, and

1 forever released, relinquished and discharged Defendants and the Released Parties from any and all
2 Released PAGA Claims during the PAGA Period.

3 3.5.3 Class Representative's General Release of Claims

4 i. In addition to those releases set forth in Paragraph 3.5.1 hereof, with
5 respect to any and all Released Claims, upon the Effective Date, the Class Representative will
6 expressly and will be deemed to have, and by operation of the Judgment will have, waived the
7 provisions, rights and benefits of California Civil Code § 1542 with respect to the Released Claims,
8 which provides as follows:

9 **A general release does not extend to claims that the creditor or**
10 **releasing party does not know or suspect to exist in his or her**
11 **favor at the time of executing the release and that, if known by**
12 **him or her, would have materially affected his or her settlement**
13 **with the debtor or released party.**

14 ii. In consideration for the Service Payment and as an inducement for
15 Defendants to enter into this Stipulation, with respect to the Class Representative only, the Released
16 Claims will additionally include any and all claims including Unknown Claims against Defendants
17 that accrued during the Class Period, but does not include claims for: age discrimination under the
18 Age Discrimination In Employment Act, unemployment insurance, workers' compensation benefits,
19 state disability compensation, previously vested benefits under any Employer-sponsored benefits
20 plan or claims under the Employment Retirement Income Security Act of 1974.

21 iii. The Class Representative(s) may hereafter discover facts in addition
22 to or different from those which he or she now knows or believes to be true with respect to the
23 subject matter of the Released Claims, but any such Class Representative(s), upon the Effective
24 Date, will be deemed to have, and by operation of the Judgment will have fully, finally, and forever
25 settled and released any and all Released Claims, known or unknown, suspected or unsuspected,
26 contingent or non-contingent, whether or not concealed or hidden, which then exist, or previously
27 have existed upon any theory of law or equity now existing or coming into existence in the future,
28 including, but not limited to, conduct which is negligent, intentional, with or without malice, or a
breach of any duty, law or rule, without regard to the subsequent discovery or existence of such
different or additional facts. The Class Representative acknowledges that the foregoing waiver was

1 separately bargained for and a key element of the Settlement of which this release is a part.
2 Notwithstanding any other provision of this Stipulation, the Parties recognize that because the only
3 Unknown Claims released by this Stipulation are those Unknown Claims that meet the definition of
4 Released Claims, the release effectuated by this Stipulation will not extend to Unknown Claims
5 other than those described in Paragraph 1.34 above.

6 **3.6 Termination of Settlement; Reasonable Steps to Cure.**

7 3.6.1 In the event that the Settlement is not be approved in its entirety by the Court,
8 or in the event that the Effective Date does not occur, Defendants will have the option to void the
9 Settlement, and in such case, no payments will be made by Defendants to anyone, other than the
10 cost of administration, in accordance with the terms of this Stipulation, and this Stipulation will be
11 deemed null and void with no effect on the Litigation whatsoever. Notwithstanding this provision,
12 the Parties agree to take all reasonable steps to cure any issues cited by the Court as reason for non-
13 approval of any matter(s) filed with the Court for preliminary and final approval. In the event that
14 more than five percent (5%) of the Class Members Opt Out by submitting timely and valid Requests
15 for Exclusion to the Settlement Administrator by the Response Deadline, Defendants will have the
16 right to terminate and void this Settlement; however, Defendants must notify Class Counsel, of its
17 intention to nullify the Settlement in writing by certified mail to James Hawkins of James Hawkins
18 APLC, 9880 Research Drive, Suite 200, Irvine, CA 92618, within three (3) weeks after the
19 expiration of the Response Deadline.

20 3.6.2 The Settlement is based on Defendants' representation that there were
21 approximately 340,000 Workweeks through September 28, 2020. Should the actual number of
22 Workweeks increase by more than ten percent (10%), Defendants, at their option may choose to (1)
23 increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the
24 number of Workweeks worked by the Class Members above 10%; (2) cut off the date of the Class
25 Period upon the date the total workweeks reach 374,000; or (3) void the settlement, however
26 Defendants would be responsible for administration costs incurred to date if they choose to void the
27 settlement.

1 **3.7 Miscellaneous Provisions.**

2 3.7.1 No Person will have any claim against Class Counsel, the Settlement
3 Administrator, or any of the Released Parties based on the payments made or other actions taken
4 substantially in accordance with the Settlement or further orders of the Court.

5 3.7.2 In the event that the Settlement is not substantially approved by the Court,
6 after all reasonable steps to cure have been exhausted, or the Settlement is terminated, cancelled,
7 declared void, or fails to become effective in accordance with its terms, or if the Judgment does not
8 become final, or to the extent cancellation is otherwise provided for in this Stipulation, the Parties
9 will resume the Litigation at that time as if no Stipulation had been entered. In such event, the terms
10 and provisions of the Stipulation will have no further force and effect with respect to the Parties and
11 will not be used in this Litigation or in any other proceeding for any purpose, and any Judgment or
12 order entered by the Court in accordance with the terms of the Stipulation will be treated as vacated.
13 Notwithstanding any other provision of this Stipulation, if the Court should fail to award attorneys'
14 fees to Class Counsel in the full amount provided for in this Stipulation, no order of the Court or
15 modification of any order of the Court concerning the amount of any attorneys' fees to be paid by
16 Defendants to Class Counsel pursuant to this Settlement will constitute grounds for cancellation or
17 termination of the Stipulation or grounds for limiting any other provision of the Judgment. It is
18 agreed that no order of the Court, including any order concerning attorneys' fees, may alter or
19 otherwise increase the Maximum Settlement Amount.

20 3.7.3 The Parties (a) acknowledge that it is their intent to consummate this
21 agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of the
22 Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the
23 Stipulation; (c) agree to seek and to attempt to obtain preliminary and final approval by Court of the
24 Settlement; and (d) agree to reasonably work together to seek and attempt to obtain preliminary and
25 final approval of the Stipulation should the Court not grant approval upon the first presentation.

26 3.7.4 The Parties and attorneys agree to keep the Settlement confidential until the
27 Motion for Preliminary Approval of the Settlement is filed. Thereafter, the Parties will agree to make
28 no comments to the media or otherwise publicize the terms of the Settlement.

1 3.7.5 The Parties agree that they will not engage in making or publishing written
2 statements which are disparaging to the reputation of the other or their corporate parents and
3 affiliates.

4 3.7.6 The Stipulation compromises claims which were contested and the subject of
5 a good faith dispute, and it will not be deemed an admission by any of the Parties as to the merits of
6 any claim or defense. The Parties agree that the amounts paid in settlement of the Litigation and the
7 other terms of the Settlement were negotiated at arms-length and in good faith with sufficient
8 information by the Parties and reflect a settlement that was reached voluntarily after consultation
9 with competent legal counsel.

10 3.7.7 All of the exhibits to the Stipulation and material and integral parts hereof
11 and are fully incorporated herein by this reference.

12 3.7.8 The Stipulation may be amended or modified only by a written instrument
13 signed by or on behalf of all Parties or their respective counsel, subject to approval by the Court.

14 3.7.9 The Stipulation constitutes the entire agreement among the Parties hereto and
15 no representations, warranties or inducements have been made to any party concerning the
16 Stipulation or its exhibits other than the representations, warranties and covenants contained and
17 memorialized in such documents. Except as otherwise provided herein, each party will bear its own
18 costs.

19 3.7.10 The Parties understand and acknowledge that: (a) they have performed an
20 independent investigation of the allegations of fact and law made in connection with this Litigation;
21 and (b) even if they may hereafter discover facts in addition to, or different from, those that they
22 now know or believe to be true with respect to the subject matter of the Litigation as reflected in
23 this Settlement Agreement, that will not affect or in any respect limit the binding nature of this
24 Settlement Agreement. It is the Parties' intention to resolve their disputes in connection with this
25 Litigation pursuant to the terms of this Settlement Agreement and thus, in furtherance of their
26 intentions, the Settlement Agreement will remain in full force and effect notwithstanding the
27 discovery of any additional facts or law, or changes in law, and this Settlement will not be subject
28 to rescission or modification by reason of any changes or differences in facts or law, subsequently

1 occurring or otherwise. All documents of Released Parties disclosed in the course of mediation by
2 Defendants to Plaintiff, Plaintiff's counsel and any expert or anyone else in furtherance of the
3 mediation shall be returned to Defendants, and Plaintiff and any representative or related entity shall
4 not retain any copies of said documents.

5 3.7.11 Class Counsel, on behalf of the Class Members and on behalf of all alleged
6 aggrieved employees, is expressly authorized by the Class Representative to take all appropriate
7 action required or permitted to be taken by the Class pursuant to the Stipulation to affect its terms
8 and also expressly authorized to enter into any modifications or amendments to the Stipulation.
9 Plaintiff will properly exhaust and submit and make all required disclosures and seek all required
10 approvals, including under Labor Code section 2699(1)(1)-(4).

11 3.7.12 Each counsel or other Person executing the Stipulation or any of its exhibits
12 on behalf of any Parties hereby warrants that such Person has full and express authority to do so.

13 3.7.13 The Stipulation may be executed in one or more counterparts. All executed
14 counterparts and each of them will be deemed to be one and the same instrument. A complete set of
15 executed counterparts will be filed with the Court.

16 3.7.14 The Stipulation will be binding upon, and inure to the benefit of, the
17 successors and assigns of the parties hereto; however, this Stipulation is not designed to and does not
18 create any third-party beneficiaries unless otherwise specifically provided herein.

19 3.7.15 The Court will retain jurisdiction with respect to implementation and
20 enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the
21 Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation, in
22 conformity with California Rules of Court, Rule 3.769 and California Civil Procedure Code section
23 664.6.

24 3.7.16 The Stipulation and the exhibits hereto will be considered to have been
25 negotiated, executed and delivered, and to have been wholly performed, in the State of California,
26 and the rights and obligations of the parties to the Stipulation will be construed and enforced in
27 accordance with, and governed by, the internal, substantive laws of the State of California without
28 regard to principles of conflicts of law.

1 3.7.17 The language of all parts of this Stipulation will in all cases be construed as
2 a whole, according to its fair meaning, and not strictly for or against either party. No party will be
3 deemed the drafter of this Stipulation. The Parties acknowledge that the terms of the Stipulation are
4 contractual and are the product of negotiations between the parties and their counsel. Each party
5 and their/its counsel cooperated in the drafting and preparation of the Stipulation. In any
6 construction to be made of the Stipulation, the Stipulation will not be construed against any party
7 and the canon of contract interpretation set forth in California Civil Code § 1654 will not be applied.

8 3.7.18 Should any deadlines set forth in the Stipulation require any action to be taken
9 on a weekend or a Court holiday, then the action may be taken on the next business day, unless
10 otherwise specified by law or rule of Court, except that should the Response Deadline (or
11 extension(s) thereof specified in the Stipulation relating to a deficiency notice or a re-mailing) fall
12 on a Saturday and regular U.S. Mail service is in operation that day, then no further extension
13 pursuant to this paragraph will apply to these specific deadlines.

14 DATED: , 2021 By: _____
15 Plaintiff Kassandra Vasquez

17 DATED: April 2 , 2021 By: 
18 Roger Delph
19 President of R L M K, Inc. dba McDonald's
Restaurant

20 DATED: April 2 , 2021 By: 
21 Name: Matt Delph
22 Its: President of Leapday Enterprise, Inc.

23 DATED: April 2 , 2021 By: 
24 Name: Roger Delph
25 Its: Manager of KAD Enterprises, LLC

26 DATED: April 2 , 2021 By: 
27 Name: Roger Delph
28 Its: Manager of Delph Enterprises, LLC

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DATED: April 2 , 2021 By:



Name: Kevin Delon
Its: Manager of KAD91, Inc.

APPROVED AS TO FORM

DATED: , 2021 By:

James Hawkins
Greg Mauro
Michael Calvo
James Hawkins, APLC
Attorneys for Plaintiff

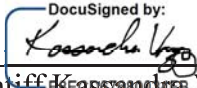


DATED: April 2 , 2021 By:

Katherine C. Den Bleyker
Raina Singer
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendants

3.7.17 The language of all parts of this Stipulation will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. No party will be deemed the drafter of this Stipulation. The Parties acknowledge that the terms of the Stipulation are contractual and are the product of negotiations between the parties and their counsel. Each party and their/its counsel cooperated in the drafting and preparation of the Stipulation. In any construction to be made of the Stipulation, the Stipulation will not be construed against any party and the canon of contract interpretation set forth in California Civil Code § 1654 will not be applied.

3.7.18 Should any deadlines set forth in the Stipulation require any action to be taken on a weekend or a Court holiday, then the action may be taken on the next business day, unless otherwise specified by law or rule of Court, except that should the Response Deadline (or extension(s) thereof specified in the Stipulation relating to a deficiency notice or a re-mailing) fall on a Saturday and regular U.S. Mail service is in operation that day, then no further extension pursuant to this paragraph will apply to these specific deadlines.

DATED: 4/3/2021, 2021 By:  Plaintiff Kassandra Vasquez

DATED: , 2021 By: Roger Delph
President of R L M K, Inc. dba McDonald's
Restaurant

DATED: , 2021 By: Name: _____
Its: _____ of Leapday Enterprise, Inc.

DATED: , 2021 By: Name: _____
Its: _____ of KAD Enterprises, LLC

DATED: , 2021 By: Name: _____
Its: _____ of Delph Enterprises, LLC

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DATED: _____, 2021 By: _____

Name: _____
Its: _____ of KAD91, Inc.

APPROVED AS TO FORM

DATED: April 1, 2021 By: 

James Hawkins
Greg Mauro
Michael Calvo
James Hawkins, APLC
Attorneys for Plaintiff

DATED: _____, 2021 By: _____

Katherine C. Den Bleyker
Raina Singer
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendants

EXHIBIT A

(Proposed Notice of Class Action Settlement)

Notice of Class Action Settlement

Kassandra Vasquez, individually and on behalf of the putative class,

Plaintiff,

v.

RLMK, Inc. dba McDonald's Restaurant; and DOES 1-50, Inclusive,

Defendants.

Superior Court of the State of California, for the County of Tulare

Case No. 280653

ELIGIBLE CLASS MEMBERS ARE HEREBY NOTIFIED AS FOLLOWS:

A proposed settlement (the "Settlement") has been reached in the above-referenced class action lawsuit currently pending in the Superior Court of the State of California, County of Tulare (the "Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice carefully.

As explained in more detail below, you do not need to take any action to participate in the Settlement and receive a check as your settlement payment, but you do have the option of requesting to be excluded from the Settlement, which is referred to as "opting out." If you do not timely opt-out, you will receive settlement funds and be bound by the release of any claims described in this Notice.

A. PURPOSE OF THIS NOTICE

The Court has certified for settlement purposes only the following class (the "Class"): All non-exempt, hourly employees in California employed by R L M K, Inc. dba McDonald's Restaurant; Leapday Enterprise, Inc.; KAD Enterprises, LLC; Delph Enterprises, LLC; and KAD91, Inc. at any time during the time period of October 2, 2015 through [date] (the "Class Period").

You are getting this notice because R L M K, Inc. dba McDonald's Restaurant; Leapday Enterprise, Inc.; KAD Enterprises, LLC; Delph Enterprises, LLC; and KAD91, Inc.'s (collectively referred to as "Defendants") records indicate that you are a Class Member—i.e., you were employed by one or more Defendants in California during the Class Period and or you were employed by one or more Defendants from October 5, 2015 through [date] and are considered a PAGA Member. This Notice is intended to inform you of the class action settlement and your options (i.e., participating or opting out). Individuals who do not opt out are referred to herein as a "Settlement Member." However, PAGA Members cannot opt-out of the PAGA allocation and PAGA release described below.

B. DESCRIPTION OF THE ACTION

Plaintiff alleges that Defendants did not provide Class Members with compliant meal and rest periods, did not pay all regular time and overtime wages due, did not pay wages timely during employment, did not pay all wages timely to discharged or quitting employees, failed to maintain accurate records, failed to furnish accurate wage statements, failed to reimburse employees for necessary business expenditures, and violated California's Unfair Competition Law. Plaintiff also pursues these claims under the Labor Code Private Attorney General Act ("PAGA"). Plaintiff's claim that Defendants owe the Class Members wages, penalties, restitution, liquidated damages, interest, plus attorneys' fees and court costs. Defendants dispute these allegations and believe they complied with the law. This dispute is referred to as the "Action."

The Parties engaged in significant efforts to obtain the facts regarding the claims asserted, including the production and review of hundreds of pages of documents, the provision of data points for the class during the relevant period including the total number of current and former employee class members, workweeks worked, and average rate of pay, the provision and analysis of time and payroll records of Class Members, and the exchange of detailed briefing regarding Plaintiff's claims. The Parties also engaged in a full day mediation session. The Parties disagree as to the probable outcome of the Action with respect to liability and damages if the Action were not settled. Each side recognizes that litigating is a risky and costly proposition and that each may not prevail on any or all of the claims.

This Settlement is the result of good-faith and arm's-length negotiations between Plaintiff and Defendants. Each side agrees that given the risks and expense associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and is in the best interests of the Class Members.

Please be advised that the Court has not ruled on the merits of the Plaintiff's claims or Defendant's defenses (which means the Court has not made a determination of who is right or wrong). Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing.

The attorneys for Class Members ("Class Counsel") are:

James Hawkins
Greg Mauro
Michael Calvo
James Hawkins APLC
9880 Research Drive
Irvine, California 92618

The attorneys for Defendants are:

Katherine C. Den Bleyker
Raina Singer
Lewis Brisbois Bisgaard & Smith LLP
633 West 5th Street, Suite 4000
Los Angeles California 90071

On [date of preliminary approval] the Court granted preliminary approval of this proposed Settlement of the Action. The Court will decide whether to give final approval to the proposed Settlement at a hearing scheduled for [INSERT DATE] ("Final Approval Hearing"). See below for details.

C. SUMMARY OF TERMS OF THE PROPOSED SETTLEMENT

Subject to the Court's approval, the terms of the Settlement are as follows:

1. The settlement amount is seven hundred eighty thousand dollars (\$4,250,000.00) (the "Settlement Amount") from which Defendant would pay: (a) a minimum of two million five hundred and forty eight thousand three hundred and thirty four dollars (\$2,548,334.00) for payment to Settlement Members, of which 20% shall for tax purposes be deemed wages subject to Form W-2 reporting, and 80% shall for tax purposes be deemed non-wages interest and penalties; (b) a maximum of one million four hundred and sixteen thousand six hundred and six dollars (\$1,416,666.00) (33% of the Settlement Amount) for the payment of Class Counsel's Attorney Fees; (c) a maximum of twenty thousand dollars (\$20,000.00) for the payment of Class Counsel's Costs; (d) one hundred eighty seven thousand five hundred dollars (\$187,500.00) to the State of California for its share of the Settlement Amount allocated for settlement of the PAGA claims; (e) sixty two thousand five hundred dollars (\$62,500.00) to be distributed to PAGA Members; (f) a maximum of seven thousand five hundred dollars (\$7,500.00) for the payment of a Class Representative Service Payment to the named Plaintiff; and (g) a maximum of seventy thousand dollars (\$70,000.00) for Settlement Administration Costs. The Settlement Amount shall not include employer payroll taxes due upon payment of the 20% allocated to wages payable to Settlement Class Members; employer payroll taxes are to be paid in addition to the

Settlement Amount. In the event that the maximum sums stated in subsections (b)-(f) are not approved and awarded by the Court, the unapproved and awarded sums shall be added to the Class Recovery (subsection (a)). The amount set forth above in subsection (a) is referred to herein as the "Class Recovery."

2. The Class Recovery will be allocated among Class Members who do not opt-out of this Settlement (or "Settlement Members") based upon calculations made using Defendants' records. Specifically, a participating Settlement Member's share of the Net Settlement will be calculated by dividing the number of workweeks that each participating Settlement Member worked within the Class Period by the total workweeks that all participating Settlement Members worked within the Class Period, and multiplying that fraction by the Class Recovery to determine that participating Settlement Member's total personal recovery. As noted, 20% of each Individual Settlement Member's Total Recovery shall for tax purposes be designated as wages and shall be reported using a Form W-2, and 80% of each Individual Settlement Member's Total Recovery shall for tax purposes be designated as non-wages and interest and shall be reported using a Form 1099.

3. Based on the foregoing methodology, the amount recovered by a Settlement Member will vary from an estimated \$ [REDACTED] to \$ [REDACTED]. The estimated amount you will receive under this settlement is \$ [REDACTED]. PLEASE NOTE that your Final Individual Settlement Member Total Recovery may be more or less than the average stated above based on the number of workweeks you worked and after accounting for all sums payable from the Settlement Amount.

4. PAGA Members will receive an additional amount based on the number of individual pay periods from October 5, 2015 to _____ ("PAGA Period"). The Claims Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Penalties to calculate each PAGA Member's estimated share of the PAGA Penalties. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they opt out of the participation regarding the class claims. Based on the foregoing methodology, the amount recovered by a PAGA Member will vary from an estimated \$ [REDACTED] to \$ [REDACTED]. The estimated amount you will receive under this settlement is \$ [REDACTED].

5. Each Class Member who does not request exclusion from the Settlement in accordance with Paragraph E below consents to the following release ("Release"):

I hereby fully, forever, irrevocably, and unconditionally release and discharge for the time period of October 2, 2015 through [date], Defendants, together with their parent companies, subsidiaries, related companies, affiliates, dbas, current and former management companies, shareholders, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors, and employees) predecessors, successors, and assigns (collectively referred to as the "Released Parties"), all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever including without limitation statutory, constitutional, contractual or common law claims, against the Released Parties (as defined below), and any of them, for relief and penalties, that accrued during the Class Period, and as a result of my employment by Defendants in California, that arise under any law or administrative order, rule, or other precedent that, pled based on the claims, allegations or facts alleged in the operative Complaint, including claims of failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and/or associated premiums, failure to provide compliant rest periods and/or associated premiums, failure to provide accurate wage statements, failure to pay wages timely at termination, failure to reimburse for business expenses, unfair competition, PAGA penalties and violations of California Labor Code §§201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1021.5, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2800, 2802, 2804 the applicable Wage Order of the Industrial Wage Commission, civil penalties pursuant to §2698 *et seq.* and other related penalties, and California Business & Professions Code §§ 17200 to 17208, including without limitation all related claims for restitution and other equitable relief arising from California Business and Professions Code §§ 17200, *et seq.*, interest on unpaid wages, unpaid wages, attorneys' fees or litigation costs, and any other related claims and/or penalties, including civil penalties.

This release shall apply to all claims arising at any point between October 2, 2015 through [date] (“Released Claims”).

As for the Private Attorneys General Act claim, because the PAGA Members will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims, upon approval of the PAGA Payment, the PAGA Members shall be deemed to have released the PAGA Claims in accordance with the following paragraph:

I hereby fully, forever, irrevocably, and unconditionally release and discharge for the time period of October 2, 2015 through [date], Defendants, together with all Released Parties, for relief and penalties, that accrued during the Class Period, and as a result of my employment by Defendants in California, that arise under any law or administrative order, rule, or other precedent that was pled based on the claims, allegations or facts alleged in the operative Complaint under the PAGA, including civil penalties pursuant to §2698 et seq. for claims of failure to pay wages, failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and/or associated premiums, failure to provide compliant rest periods and/or associated premiums, failure to provide accurate wage statements, failure to pay wages timely at termination, failure to reimburse for business expenses and violations of California Labor Code §§201, 202, 203, 204, 226(a), 226.7, 510, 512, 558, 1021.5, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2800, 2802, 2804 the applicable Wage Order of the Industrial Wage Commission, and including attorneys’ fees or litigation costs. (“PAGA Released Claims”)

D. TO PARTICIPATE IN THE SETTLEMENT

To participate in the Settlement, you do not need to take any further action. Upon final approval from the Court, you will receive a settlement check for an amount as described in paragraph C, above.

E. TO OPT-OUT OF THE SETTLEMENT

If you do not want to participate in the Settlement, you must complete and mail the enclosed Opt-Out Form to the Settlement Administrator. In order to be valid, your completed Opt-Out Form must be received by the Settlement Administrator with a postmark date on or before [INSERT DATE], at the following address: [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. If you properly submit a timely Opt-Out Form, you will not be eligible to receive any of the benefits under the Settlement. You will, however, retain whatever legal rights you may have against Defendant with regard to the claims set forth in the Release above.

If you are a PAGA Member, you will, however, receive your portion of the PAGA Member Payment and still be bound by the PAGA portion of the settlement in paragraph C.5 above.

F. TO OBJECT TO THE SETTLEMENT

If you do not request exclusion from the Settlement but believe the proposed Settlement is unfair or inadequate in any respect including but not limited to attorney fees and costs, you may object to the Settlement by completing the Objection Form that is included with this Notice and mailing a copy of his/her written objection to the Settlement Administrator at the address listed in the Notice Packet. An objecting Settlement Member must complete the Objection Form by stating the grounds of his/her objection to the settlement, signing and dating the form, printing his/her name, providing his/her full address, and mailing it to the Settlement Administrator via U.S. First Class Mail to the address found on the first page of the Notice Packet, postmarked by no later than [INSERT DATE].

You are also entitled to enter an appearance in this action through an attorney, at your own expense, if you so desire.

You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any Class Member who does not object in the manner described above shall be deemed to have waived any objections, and shall forever be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees, litigation costs, the Class Representative Enhancement Payments, and any and all other aspects of the Settlement.

G. TAXES

For tax reporting purposes, any payments made to Settlement Members (excluding Class Representative Enhancement Payments) shall be allocated as follows: (a) 20% as wages; and (b) 80% as non-wages and interest. If you opt out of the settlement your PAGA payment will be treated as 100% non-wages and interest. All other payments made pursuant to this Agreement shall be deemed non-wages, and will be reported using an IRS Form 1099. If you have any questions regarding the tax treatment of any payments pursuant to the Settlement, you should consult your own tax advisor at your own expense. Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and cannot and do not provide you tax advice in this regard.

H. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the administrative costs, and the Class Representative Enhancement Payments on [INSERT DATE AND TIME] in Department 1 of the Superior Court of the State of California, County of Tulare, located at 221 S. Mooney Blvd., Visalia, CA 93291.

I. ADDITIONAL INFORMATION

It is important for the Parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this Notice.

This Notice only summarizes the Action, the Settlement, and other related matters. Please do not contact the Court or the Court Clerk about this notice. For additional information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Greg Mauro in Support of Motion for Preliminary Approval of Class Action Settlement filed on [INSERT DATE], 2021 and available to be inspected at any time during regular business hours at the Clerk's Office at the Tulare County Superior Court – Visalia County Civic Center Courthouse located at 221 S. Mooney Blvd., Visalia, California 93291. You may also review the pleadings, records, and other papers on file in this lawsuit online at <https://www.>, or at the office of the clerk of the Superior Court of California, County of Tulare, located at 221 S. Mooney Blvd., Visalia, California 93291. You may also contact the Class Administrator at:

[INSERT ADMINISTRATOR INFORMATION
TOLL-FREE PHONE NUMBER
E-MAIL ADDRESS]

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

THIS NOTICE IS NOT A RECOMMENDATION BY THE COURT AS TO ANY ACTION YOU SHOULD OR SHOULD NOT TAKE.

******THIS IS NOT AN ADVERTISEMENT FROM A LAWYER******

EXHIBIT B

(Objection Form)

Vasquez v. RLMK, Inc. dba McDonald's
Superior Court of the State of California, County of Tulare
Case No. 280653

OBJECTION FORM

THIS FORM IS TO BE USED ONLY IF YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL BY FIRST CLASS U.S. MAIL OR FAX TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE [RESPONSE DEADLINE].

DO NOT SUBMIT THIS FORM IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT.

Vasquez v. RLMK, Inc. dba McDonald's
Case Number 280653
Administration Center
c/o Settlement Administrator

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection must describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the *Vasquez v. RLMK, Inc. dba McDonald's* Settlement on the following grounds
(if additional space is necessary, please include additional sheets of paper):

Executed on _____, 2021

(Signature)

(Print Name)

(Address)

(City, State and Zip Code)

EXHIBIT C

(Exclusion Form)

Vasquez v. RLMK, Inc. dba McDonald's
Superior Court of the State of California, County of Tulare
Case No. 280653
CLASS MEMBER REQUEST FOR EXCLUSION FORM

As explained in the Notice of Class Action Settlement, the Court has preliminarily certified a class in the above-entitled action of which you may be a member. **If you are a member of the class described in the Notice of Class Action Settlement, and if you do not wish to participate in the class, you must submit this Request for Exclusion Form confirming your desire to exclude yourself from the class. If you submit this Request for Exclusion Form, you will not receive any settlement payment under the Settlement Agreement, however you will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims.** Upon receipt of the PAGA Payment, you shall be deemed to have released the PAGA claims for civil and statutory penalties, and any other interest, liquidated damages, attorney's fees and costs under PAGA.

This Request for Exclusion Form must be filled out, signed, and mailed by first class mail, with a post mark dated no later than [REDACTED], 2021 to:

Vasquez v. RLMK, Inc. dba McDonald's
Case Number 280653
Administration Center
c/o Settlement Administrator

[REDACTED]
[REDACTED]
[REDACTED]

Please type or print in ink the following information:

1. I, _____, **DO NOT** wish to participate the above lawsuit.
2. My present address is: _____
Street Number, City, State, Zip Code
3. My home phone number is: (____) _____ – _____
4. The last four digits of my social security number are: xxx – xx – _____
5. I am a member of the Settlement Class described in the Notice of Class Action Settlement. I do not wish to participate in the class and settlement and hereby opt out of (request exclusion from) the class and settlement. I understand and acknowledge that I will not be bound by judgment in the case of *Vasquez v. RLMK, Inc. dba McDonald's* with respect to any legal claims and am free to pursue an individual claim, if any, against the Defendants in the

lawsuit. I further understand and acknowledge that I will not be entitled to receive the benefits of the class action settlement.

Signature

Signed on _____, at _____, _____
Date City, State

EXHIBIT 2

Time Ticket Diary Report

Report Date: 10/21/2021
 Report Time: 7:25AM
 Page: 1 of 27
 User ID: Mauro

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 10/21/2021
 Timekeeper: All
 Client: VASQUEZ002 Kassandra Vasquez
 Matter: JRH 3620 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's
 Billing Type: All
 Task Code: All
 Hold Status: All (both Held and Non-Held)
 Billing Status: Unbilled Only
 Sorted by: Timekeeper,Date,Client

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
GEM	Greg Mauro									
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/08/2019 RLMK, Inc. -McDonald's- research re existing cases; PAGA; complaints; review	193	1.30	1,105.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/08/2019 RLMK, Inc. -McDonald's- research; company research; due diligence	188	2.30	1,955.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/08/2019 RLMK, Inc. -McDonald's- phone call w/ client; review client docs; memo to file	189	1.20	1,020.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/09/2019 RLMK, Inc. -McDonald's- request for personnel; phone call w/ client	194	1.50	1,275.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/13/2019 RLMK, Inc. -McDonald's- summary of issues; violations and data	195	1.00	850.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/02/2019 RLMK, Inc. -McDonald's- conf and crs w/ JRH re new case; filing and complaint	19	1.20	1,020.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/03/2019 RLMK, Inc. -McDonald's- due diligence re new case; complaint	20	3.30	2,805.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/05/2019 RLMK, Inc. -McDonald's- phone call w/ client re docs; review file	21	1.30	1,105.00	BL			No	Unbilled

Time Ticket Diary Report

JAMES HAWKINS APLC

Report Date: 10/21/2021
Report Time: 7:25AM
Page: 2 of 27
User ID: Mauro

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/07/2019 RLMK, Inc. -McDonald's- phone call from client re info an docs	22	0.80	680.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/10/2019 RLMK, Inc. -McDonald's- begin to draft complaint; legal research	23	2.50	2,125.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/11/2019 RLMK, Inc. -McDonald's- crs and emails w/ MLW re complaint and docs	24	0.30	255.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/12/2019 RLMK, Inc. -McDonald's- continue to draft complaint and due diligence	26	2.80	2,380.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/13/2019 RLMK, Inc. -McDonald's- prep and attend conf call	109	0.80	680.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/18/2019 RLMK, Inc. -McDonald's- crs ad conf w/ JRH re complaint and filing	27	0.50	425.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/22/2019 RLMK, Inc. -McDonald's- phone call w/ client re complaint and filing	29	0.70	595.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/28/2019 RLMK, Inc. -McDonald's- finalize complaint and prep for filing	30	2.50	2,125.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/02/2019 RLMK, Inc. -McDonald's- phone call w/ client; memo to file; email MLW re same	142	0.70	595.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/02/2019 RLMK, Inc. -McDonald's- crs and emails crs w/ MLW re complaint; prep for filing	31	0.80	680.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/10/2019 RLMK, Inc. -McDonald's- crs and emails w/ MLW re complaint	34	0.30	255.00	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 10/21/2021
 Report Time: 7:25AM
 Page: 3 of 27
 User ID: Mauro

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/15/2019 RLMK, Inc. -McDonald's- phone call w/ client re status; memo to file	35	1.00	850.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	11/26/2019 RLMK, Inc. -McDonald's- crs and email w/ MLW re serve complaint	39	0.30	255.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	12/03/2019 RLMK, Inc. -McDonald's- receipt and review; POS and crs w/ MLW	41	0.20	170.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	12/23/2019 RLMK, Inc. -McDonald's- receipt and review of defendant's answer; memo to file	43	0.50	425.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	01/27/2020 RLMK, Inc. -McDonald's- prep and attend conf call	110	0.60	510.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	01/29/2020 RLMK, Inc. -McDonald's- prep cmc; conf and email crs w/ MLW re filing	45	0.90	765.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	01/29/2020 RLMK, Inc. -McDonald's- draft cmc; email MLW re same	200	0.80	680.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/06/2020 RLMK, Inc. -McDonald's- crs and emails w/ MLW re courtcall	48	0.30	255.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/13/2020 RLMK, Inc. -McDonald's- research re company/entity	123	1.30	1,105.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/13/2020 RLMK, Inc. -McDonald's- receipt of employer produced docs; review and analysis	190	2.30	1,955.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/14/2020 RLMK, Inc. -McDonald's- prep and attend conf call	124	0.60	510.00	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 10/21/2021
 Report Time: 7:25AM
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 User ID: Mauro

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/14/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's prep; review and attend courtcall	49	1.00	850.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/18/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's prep; review; attend cmc	51	1.10	935.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	03/02/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's receipt of crs from mediator	155	0.10	85.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	03/24/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's crs re covid agreement	100	0.30	255.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/08/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's receipt of voicemail from client; returned phone call; re status	55	0.60	510.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/29/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's draft discovery; crs w/ JRH re same and client re same	111	2.50	2,125.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/21/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's class list review; conf re same; strategy discussions	106	0.90	765.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/21/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's receipt of class list; review and crs w/ JRH re same	170	1.50	1,275.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/22/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's continue to review class list	132	0.50	425.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/28/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's time sampling; review; conf w/ JRH re same; strategy and findings	196	3.20	2,720.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/29/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's discussions/conf time sampling; findings and damages	217	1.50	1,275.00	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 10/21/2021
 Report Time: 7:25AM
 Page: 5 of 27
 User ID: Mauro

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/04/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	131	4.10	3,485.00	BL			No	Unbilled
		receipt and review of bates								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/04/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	180	2.90	2,465.00	BL			No	Unbilled
		review and analysis of bates								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/05/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	183	3.20	2,720.00	BL			No	Unbilled
		continue due diligence re docs; review and analysis; conf w/ JRH re same								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/06/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	219	3.90	3,315.00	BL			No	Unbilled
		produced docs review and sampling; data review; damages and conf w/ JRH								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/09/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	220	3.20	2,720.00	BL			No	Unbilled
		continued due diligence								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/10/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	184	4.50	3,825.00	BL			No	Unbilled
		due diligence re review produced docs; analysis; damages								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/10/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	61	3.30	2,805.00	BL			No	Unbilled
		phone call w/ client re mediation; prep for brief and due diligence								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/11/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	62	1.20	1,020.00	BL			No	Unbilled
		strategy discussions w/ JRH re mediation								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/12/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	65	4.00	3,400.00	BL			No	Unbilled
		begin to draft brief; research and phone call w/ client								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/17/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	169	0.50	425.00	BL			No	Unbilled
		receipt of settlement crs; conf w/ JRH re same								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/17/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	103	0.50	425.00	BL			No	Unbilled
		settlement communication crs								

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/19/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	70	4.30	3,655.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/21/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	156	0.50	425.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/22/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	71	6.90	5,865.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/22/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	163	0.20	170.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/23/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	80	4.50	3,825.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/24/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	139	4.10	3,485.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/26/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	79	8.00	6,800.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/27/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	81	4.00	3,400.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/28/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	60	10.30	8,755.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/19/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	128	3.10	2,635.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/19/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	179	3.50	2,975.00	BL			No	Unbilled

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/21/2020 RLMK, Inc. -McDonald's- continue due diligence to review financials and contacts	133	0.70	595.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/22/2020 RLMK, Inc. -McDonald's- receipt and review of financials and contracts; analysis; conf w/ JRH re strategy and analysis	174	3.00	2,550.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/22/2020 RLMK, Inc. -McDonald's- review expert analysis; conf w/ JRH	85	0.50	425.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	11/02/2020 RLMK, Inc. -McDonald's- prep and review for conf call; attend	116	0.60	510.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	11/03/2020 RLMK, Inc. -McDonald's- prep and attend conf call	117	0.40	340.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	11/18/2020 RLMK, Inc. -McDonald's- conf call; crs w/ JRH re same	118	1.50	1,275.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	11/27/2020 RLMK, Inc. -McDonald's- receipt and review of analysis; crs and conf w/ expert and JRH	90	1.20	1,020.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	12/10/2020 RLMK, Inc. -McDonald's- prep and attend conf call	120	0.80	680.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	12/17/2020 RLMK, Inc. -McDonald's- prep and conf call	121	0.50	425.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/01/2021 RLMK, Inc. -McDonald's- multiple crs and emails w/ class admin re quote and conf	92	0.80	680.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/01/2021 RLMK, Inc. -McDonald's- crs w/ claims admin; receipt of quote; review	198	0.70	595.00	BL			No	Unbilled

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/02/2021 RLMK, Inc. -McDonald's- crs and email w/ class admin re quote/info re same w/ JRH	94	0.30	255.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/03/2021 RLMK, Inc. -McDonald's- phone call and crs w/ class admin	223	0.30	255.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	03/07/2021 RLMK, Inc. -McDonald's- receipt and review of settlement exhibits; memo to file	95	1.20	1,020.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	04/01/2021 RLMK, Inc. -McDonald's- LWDA; email MLW re send and receipt; calendar	147	0.70	595.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	04/01/2021 RLMK, Inc. -McDonald's- LWDA email; confirm; crs w/ MLW re same; calendar info	107	0.60	510.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	04/03/2021 RLMK, Inc. -McDonald's- receipt of cert confirmation	150	0.10	85.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	04/25/2021 RLMK, Inc. -McDonald's- receipt of voicemail from client; returned phone call re status	224	0.60	510.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	04/29/2021 RLMK, Inc. -McDonald's- begin due diligence and draft prelim motion and supporting docs	134	3.90	3,315.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	05/01/2021 RLMK, Inc. -McDonald's- finalize prelim motion and supporting docs; crs w/ MLW re filing	135	3.50	2,975.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/02/2021 RLMK, Inc. -McDonald's- stip for FAC; email MLW re same	207	0.50	425.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/03/2021 RLMK, Inc. -McDonald's- r/r of order; email MLW	98	0.20	170.00	BL			No	Unbilled

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/04/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	210	0.20	170.00	BL			No	Unbilled
		receipt and review of tentative								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/04/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	137	1.00	850.00	BL			No	Unbilled
		draft FAC and crs w/MLW re filing								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/07/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	227	3.80	3,230.00	BL			No	Unbilled
		conf w/ JRH; strategy discussions; FAC; prep and crs w/ MLW re same								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/07/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	203	0.10	85.00	BL			No	Unbilled
		receipt of order								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/10/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	232	4.30	3,655.00	BL			No	Unbilled
		draft prelim; docs; conf re same								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/15/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	204	0.20	170.00	BL			No	Unbilled
		receipt and review of order								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/18/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	211	0.40	340.00	BL			No	Unbilled
		crs w/ MLW re time ticket; review and email								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/22/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	151	0.70	595.00	BL			No	Unbilled
		draft crs to LWDA; email MLW re same								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/09/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	230	0.70	595.00	BL			No	Unbilled
		phone call w/ client re settlement and prelim								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/10/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	231	4.40	3,740.00	BL			No	Unbilled
		due diligence; research; supp docs for prelim								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/11/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	234	3.50	2,975.00	BL			No	Unbilled
		supp docs; prep and crs re same								

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/12/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's finalize supp docs; crs w/ MLW re same	236	2.00	1,700.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/19/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's prelim paga settlement; phone call w/ client; crs w/ MLW re same	239	3.00	2,550.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/19/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's prep and plan to attend	125	0.50	425.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/19/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's review tentative-discuss internally-prep revised order-multiple crs with D counsel-admin ILYM-	225	2.00	1,700.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/26/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's multiple crs with admin and D counsel re order granting prelim approval and class notice documents-	276	0.80	680.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/08/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's crs w/ JRH and claims admin; emails and crs	241	1.00	850.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/09/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's crs w/ claims admin re data	242	0.80	680.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/24/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's multiple crs with admin and D counsel re class notice packets and mailings	275	0.40	340.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/25/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's receipt of voicemail from client; phone call w/ client re settlement and notices	243	0.70	595.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/27/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's receipt review crs from admin re class notice documents -rev class mailing docs compared to file- multiple crs re same-	274	1.90	1,615.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/30/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's multiple crs between admin and defendant re final calculations and options 1 or 2-discuss internally with JH-review settlement-	273	1.50	1,275.00	BL			No	Unbilled

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/30/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's crs and review of class notices; crs and phone call w/ claims admin	244	1.30	1,105.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/13/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's phone call from class member; memo; phone cal w/ client re status	261	1.20	1,020.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/15/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's claims admin update	256	0.10	85.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/27/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's phone call and crs w/ claims admin	259	0.50	425.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/28/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's r/r of claims admin update	258	0.20	170.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/30/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's crs and conf w/ MLW re filing; reports; docs and prep	245	1.00	850.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/02/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's r/r weekly report	263	0.10	85.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/10/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's phone call from class member; phone cll w/ client; memo to file	249	1.20	1,020.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/15/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's crs and phone calls w/ client; crs w/ JRH re same	265	1.00	850.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/18/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's draft final approval motion and fee motion and supporting docs	250	8.00	6,800.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/19/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's settlement docs to LWDA; follow up; review file; due diligence	247	2.20	1,870.00	BL			No	Unbilled

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/19/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's finalize motion; ; crs w/ JRH re same; prep	252	3.00	2,550.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/20/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's multiple crs with D counsel and admin re admin decl-review of admin decl-proposed revisions-	270	1.00	850.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/20/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's estimated time needed for case closure	66	25.00	21,250.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/20/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's strategy and due diligence re filing and motion w/ JRH	268	1.20	1,020.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/21/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's crs with admin and defense re final decl, and final approval motion, proposed order re final approval and judgment	271	1.50	1,275.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/21/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's multiple crs with staff re MSC on calendar and final approval-setting up courtcall-	272	0.80	680.00	BL			No	Unbilled
Totals For:GEM				234.30	199,155.00					

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/01/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's crs w/ MLW re potential new client	2	0.60	540.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/02/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's brief research regarding potential new case	4	1.30	1,170.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/03/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's phone call from referring attorney re potential new case	5	0.70	630.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/08/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's travel to and from; new client meeting; retainer; intake and docs	8	5.00	4,500.00	BL			No	Unbilled

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/08/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	101	0.50	450.00	BL			No	Unbilled
		crs re req for personal records								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/10/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	10	2.40	2,160.00	BL			No	Unbilled
		review all client docs; further due diligence; memo to file								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/15/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	12	0.20	180.00	BL			No	Unbilled
		crs w/ MLW re additional docs; new case								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/20/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	13	3.00	2,700.00	BL			No	Unbilled
		meeting with client re additional docs; review docs								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/22/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	15	1.80	1,620.00	BL			No	Unbilled
		due diligence re new case; review docs and file								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/25/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	17	0.30	270.00	BL			No	Unbilled
		crs ad email w/ MLW re filing; new case								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/02/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	18	1.10	990.00	BL			No	Unbilled
		crs ad conf w/ GEM re new case								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/18/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	28	0.50	450.00	BL			No	Unbilled
		strategy discussions w/ GEM re complaint								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/20/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	36	0.50	450.00	BL			No	Unbilled
		receipt of voicemail from client; returned phone call; crs w/ referring atty								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	12/23/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	44	0.20	180.00	BL			No	Unbilled
		receipt and review of defendant's answer								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/13/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	191	1.70	1,530.00	BL			No	Unbilled
		receipt of employer docs; review; analysis and crs w/ MLW and GEM re same								

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/17/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's crs ad email re jury fees; calendar review	53	0.30	270.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/27/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's receipt of fee agreement from mediator; crs w/ MLW re payment	160	0.20	180.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	03/02/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's receipt of crs from mediator	154	0.10	90.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	05/10/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's phone call from referring atty re status	54	0.40	360.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/29/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's conf w/ GEM re discovery	112	0.60	540.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/01/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's finalize discovery; phone call w/ client	113	3.30	2,970.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/21/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's receipt and review of class list; crs and conf w/ GEM re same	105	1.50	1,350.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/21/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's conf w/ GEM re class list	172	0.50	450.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/22/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's receipt of class list; review; analysis; discussions w/ GEM re same	215	1.50	1,350.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/28/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's multiple crs re mediation; calendar; confirm; etc	56	1.00	900.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/28/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's sampling analysis; conf w/ GEM; strategy discussions re mediation	197	4.50	4,050.00	BL			No	Unbilled

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/29/2020 RLMK, Inc. -McDonald's- continue time sampling data; review and damages discussions	216	2.20	1,980.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/05/2020 RLMK, Inc. -McDonald's- receipt of docs from defense; begin reviewing and analysis; crs w/ GEM re same	182	4.90	4,410.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/06/2020 RLMK, Inc. -McDonald's- continue to review bates; produced docs; conf w/ GEM re same	218	5.00	4,500.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/09/2020 RLMK, Inc. -McDonald's- damage model; analysis and discussions w/ GEM	221	3.10	2,790.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/10/2020 RLMK, Inc. -McDonald's- docs review continued; analysis of damages and violations	186	5.90	5,310.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/11/2020 RLMK, Inc. -McDonald's- conf and strategy discussions w/ GEM re mediation; email MLW re same	63	1.50	1,350.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/16/2020 RLMK, Inc. -McDonald's- crs and email w/ MLW re mediation files; binders; calendar	75	0.50	450.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/17/2020 RLMK, Inc. -McDonald's- receipt of crs re settlement; conf w/ GEM re same	167	0.50	450.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/17/2020 RLMK, Inc. -McDonald's- continue due diligence re financial review; strategy and analysis	187	4.50	4,050.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/17/2020 RLMK, Inc. -McDonald's- crs re settlement comm	104	0.20	180.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/20/2020 RLMK, Inc. -McDonald's- begin to prep and review for mediation	69	6.60	5,940.00	BL			No	Unbilled

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/21/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's conf w/ GEM re mediation; receipt of confidentiality agreement	157	0.40	360.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/22/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's strategy discussions w/ GEM re mediation; brief discussions; review damages; review file; due diligence in prep for mediation	72	8.00	7,200.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/23/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's damages analysis; file review; phone call w/ mediator; review docs; begin damage model	73	7.20	6,480.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/24/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's due diligence re mediation	140	3.80	3,420.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/26/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's finalize damages; analysis; conf w/ GEM re same	78	5.50	4,950.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/27/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's final prep and review of damages; review file; conf w/ GEM	82	6.10	5,490.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/28/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's prep; review and participate w/ mediation	59	11.00	9,900.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/30/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's multiple crs w/ mediator and GEM re strategy discussions; conf w/ expert	141	1.90	1,710.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/19/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's receipt of financials; review; strategy discussions w/ GEM re same; conf w/ expert	129	2.50	2,250.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/19/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's review financial; damages; conf w/ GEM	177	3.60	3,240.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/21/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's conf w/ expert analysis; crs w/ MLW re same and payment	83	1.00	900.00	BL			No	Unbilled

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/21/2020 RLMK, Inc. -McDonald's- review and analysis of financials and contracts	173	2.50	2,250.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/22/2020 RLMK, Inc. -McDonald's- strategy conf w/ GEM	86	0.30	270.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/22/2020 RLMK, Inc. -McDonald's- strategy discussions w/ GEM re financials; continue to review	176	1.60	1,440.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	11/18/2020 RLMK, Inc. -McDonald's- crs and conf w/ GEM re conf call; strategy	119	0.40	360.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	11/20/2020 RLMK, Inc. -McDonald's- phone call w/ VWM re analysis	87	0.40	360.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	11/23/2020 RLMK, Inc. -McDonald's- crs re payment of invoice; email MLW re same	166	0.20	180.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	11/25/2020 RLMK, Inc. -McDonald's- receipt of analysis from expert; review; crs w/ MLW re same; payment; conf w/ expert	88	2.20	1,980.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	11/27/2020 RLMK, Inc. -McDonald's- conf w/ expert and GEM re analysis	91	0.40	360.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	12/17/2020 RLMK, Inc. -McDonald's- conf call	122	0.60	540.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/02/2021 RLMK, Inc. -McDonald's- crs ad emails w/ GEM and class admin	93	0.50	450.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/03/2021 RLMK, Inc. -McDonald's- phone call w/ class admin	222	0.40	360.00	BL			No	Unbilled

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620 r/r re order	06/03/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	99	0.10	90.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620 strategy discussions w/ GEM re FAC	06/07/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	228	1.00	900.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620 dec; docs; prelim; crs and conf re same	06/10/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	233	4.50	4,050.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620 conf w/ MLW re time ticket and costs	06/18/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	213	0.20	180.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620 supp docs for prelim; redline and conf re same	07/11/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	235	2.50	2,250.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620 rev tent-conf with GM-rev amended proposed order-crs with admin and D counsel re same-	07/19/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	226	1.00	900.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620 multiple crs w/ claims admn re data; crs w/ GEM re same	08/08/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	240	1.00	900.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620 returned phone call to class member; memo to file	09/13/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	260	0.80	720.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620 r/r update from claims admin	09/15/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	257	0.10	90.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620 receipt and review of report from claims admin	10/03/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	264	0.10	90.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620 receipt of voicemail from class member; phone call and memo to file	10/15/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	248	1.00	900.00	BL			No	Unbilled

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/15/2021 RLMK, Inc. -McDonald's- crs and emails w/ GEM re client and update	266	0.50	450.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/18/2021 RLMK, Inc. -McDonald's- conf w/ GEM re final; redline revisions and dec	251	2.60	2,340.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/19/2021 RLMK, Inc. -McDonald's- crs w/ GEM re final and docs	253	1.10	990.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/20/2021 RLMK, Inc. -McDonald's- approximate hours needed for case wrap up	67	22.00	19,800.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/20/2021 RLMK, Inc. -McDonald's- crs w/ MLW re filing	255	0.50	450.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/20/2021 RLMK, Inc. -McDonald's- strategy discussions w/ GEM re final and filing	267	1.20	1,080.00	BL			No	Unbilled
Totals For:JRH				169.30	152,370.00					
MLW	Melissa Whitson									
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/01/2019 RLMK, Inc. -McDonald's- receipt of phone call from potential client; crs w/ JRH	1	0.40	80.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/02/2019 RLMK, Inc. -McDonald's- returned phone to potential client; calendar apt	3	0.50	100.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/05/2019 RLMK, Inc. -McDonald's- phone call w/ potential client re confirm apt.	6	0.30	60.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/08/2019 RLMK, Inc. -McDonald's- new client meeting; assist JRH w/ intake; retainer and client docs	7	5.00	1,000.00	BL			No	Unbilled

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/08/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's open new file on network; scan all docs; open abacus; scan client docs; calendar; email JRH re same	9	1.40	280.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/15/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's receipt of voicemail from client; returned phone call; schedule meeting for additional docs; memo to file; crs w/ JRH re same	11	0.60	120.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/20/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's scan additional docs; assist JRH; memo to file; calendar	14	1.50	300.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/25/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's review calendar; email and crs w/ JRH re same	16	0.50	100.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/08/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's calendar and scan	25	0.20	40.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/30/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's phone call w/ client; confirm conf w/ GEM; calendar	144	0.40	80.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/02/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's prep docs; file; confirm and calendar; email/crs w/ GEM re same	32	0.90	180.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/02/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's email from GEM; client info; scan notes; calendar	143	0.40	80.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/02/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's scan atty notes; memo and calendar	127	0.30	60.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/10/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's confirm filing; email and crs w/ GEM	33	0.40	80.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/22/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's crs from JRH re calendar	37	0.30	60.00	BL			No	Unbilled

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	11/26/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's prep complaint; serve and file; calendar	38	0.60	120.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	12/03/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's file POS; calendar and email GEM re same	40	0.40	80.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	12/23/2019 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's receipt of answer; scan; calendar and email	42	0.30	60.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	01/29/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's prep; file and calendar	201	0.40	80.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	01/30/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's prep; file and calendar	46	0.50	100.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/06/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's schedule; confirm and calendar courtcall	47	0.60	120.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/13/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's receipt of docs from employer; upload to network; calendar and email GEM and JRH re same	192	1.00	200.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/17/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's continued courtcall; email; crs re same	50	0.30	60.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/17/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's scan notice of jury fee; calendar	206	0.20	40.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/17/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's crs and email w/ JRH re jury fees; calendar and pay	52	0.60	120.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/27/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's receipt of fee schedule; scan; calendar and email JRH; crs w/ JRH re payment	159	0.40	80.00	BL			No	Unbilled

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VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	03/02/2020 RLMK, Inc. -McDonald's- scan crs from mediator; email JRH and GEM re same; calendar	153	0.30	60.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/21/2020 RLMK, Inc. -McDonald's- receipt of class list; upload to network; calendar; email JRH and GEM re same	171	0.60	120.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/28/2020 RLMK, Inc. -McDonald's- review calendar and file re mediation per JRH	57	1.00	200.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/03/2020 RLMK, Inc. -McDonald's- crs w/ JRH re mediation; calendar; payment; email JRH re same	58	0.80	160.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	08/11/2020 RLMK, Inc. -McDonald's- reminder for travel setting; crs w/ JRH re no travel re covid	114	0.30	60.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/04/2020 RLMK, Inc. -McDonald's- bates from defense to network; email and calendar	181	0.90	180.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/04/2020 RLMK, Inc. -McDonald's- scan; download bates; calendar; email JRH and GEM re same	130	0.70	140.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/10/2020 RLMK, Inc. -McDonald's- docs onto network; email JRH and GEM re same; calendar	185	0.80	160.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/11/2020 RLMK, Inc. -McDonald's- crs and emails w/ JRH re mediation	64	0.30	60.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/16/2020 RLMK, Inc. -McDonald's- prep docs; file; begin mediation binders per JRH; calendar and crs w/ JRH re same	74	4.00	800.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/17/2020 RLMK, Inc. -McDonald's- scan crs re settlement; email JRH and GEM re same	168	0.20	40.00	BL			No	Unbilled

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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/18/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	214	3.90	780.00	BL			No	Unbilled
		assist w/ mediation prep								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/19/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	76	4.50	900.00	BL			No	Unbilled
		assist JRH w/ mediation prep								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/21/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	158	0.20	40.00	BL			No	Unbilled
		receipt of crs from mediator; scan and email GEM and JRH								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/25/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	77	3.50	700.00	BL			No	Unbilled
		assist GEM and JRH w/ mediation prep								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/19/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	178	0.60	120.00	BL			No	Unbilled
		financials to network; crs w/ JRH re same; email GEM re same								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/21/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	175	0.50	100.00	BL			No	Unbilled
		upload financials and contracts to network; calendar and email GEM and JRH								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/21/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	84	0.60	120.00	BL			No	Unbilled
		crs w/ JRH re payment re expert analysis; send payment								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	11/23/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	165	0.30	60.00	BL			No	Unbilled
		receipt of invoice; scan and email JRH re payment								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	11/25/2020 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	89	0.60	120.00	BL			No	Unbilled
		emails and crs w/ JRH re expert analysis; payment; calendar and mail payment								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	02/01/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	199	0.20	40.00	BL			No	Unbilled
		scan class admin quote; calendar								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	03/07/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	96	0.70	140.00	BL			No	Unbilled
		receipt and scan settlement docs into network; calendar								

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Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	04/01/2021 RLMK, Inc. -McDonald's- receipt of email from GEM re LWDA; file and confirm; calendar	148	0.60	120.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	04/01/2021 RLMK, Inc. -McDonald's- calendar and crs w/ GEM	108	0.30	60.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	04/03/2021 RLMK, Inc. -McDonald's- scan receipt of cert mail; calendar and email GEM	149	0.30	60.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	05/12/2021 RLMK, Inc. -McDonald's- case detail page; scan; calendar and email	102	0.30	60.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	05/13/2021 RLMK, Inc. -McDonald's- prep; file and calendar	136	0.70	140.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	05/22/2021 RLMK, Inc. -McDonald's- case docket; scan and email; calendar	164	0.40	80.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/02/2021 RLMK, Inc. -McDonald's- prep; file and calendar	208	0.30	60.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/02/2021 RLMK, Inc. -McDonald's- schedule; confirm and calendar courtcall	115	0.50	100.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/03/2021 RLMK, Inc. -McDonald's- receipt and scan of order; calendar	97	0.40	80.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/04/2021 RLMK, Inc. -McDonald's- prep; file and calendar	138	0.50	100.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/04/2021 RLMK, Inc. -McDonald's- scan tentative; email GEM	209	0.20	40.00	BL			No	Unbilled

Time Ticket Diary Report

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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/07/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	202	0.30	60.00	BL			No	Unbilled
		scan order; calendar; email GEM								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/07/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	146	0.40	80.00	BL			No	Unbilled
		receipt of email from GEM; calendar and crs w/ GEM re same								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/07/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	229	0.60	120.00	BL			No	Unbilled
		crs w/ GEM; prep; file and calendar								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/15/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	205	0.30	60.00	BL			No	Unbilled
		scan order; calendar; email GEM								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/15/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	126	0.60	120.00	BL			No	Unbilled
		schedule; confirm and calendar courtcall								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/18/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	212	0.60	120.00	BL			No	Unbilled
		crs w/ GEM; run time ticket; costs; email GEM; conf w/ JRH re same								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/22/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	152	0.50	100.00	BL			No	Unbilled
		receipt of crs to LWDA; send and calendar								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	06/22/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	162	0.30	60.00	BL			No	Unbilled
		crs from GEM; scan and calendar								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/12/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	237	0.60	120.00	BL			No	Unbilled
		prep; file and calendar								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	07/19/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	238	0.60	120.00	BL			No	Unbilled
		prep; file and calendar								
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/18/2021 RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's	262	1.00	200.00	BL			No	Unbilled
		run time reports and costs								

Time Ticket Diary Report

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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	09/30/2021 RLMK, Inc. -McDonald's- crs and conf w/ GEM re reports and filing	246	1.00	200.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/20/2021 RLMK, Inc. -McDonald's- crs w/ GEM and JRH re filing; prep docs; calendar	254	1.10	220.00	BL			No	Unbilled
VASQUEZ002 Kassandra Vasquez Time Ticket Text:	JRH 3620	10/20/2021 RLMK, Inc. -McDonald's- est hours needed until case closes	68	13.50	2,700.00	BL			No	Unbilled
Totals For:MLW				69.80	13,960.00					

Timekeepers Totals

Timekeeper:	GEM	Type	Unbilled
		Billable Hours	234.30
		Total For GEM	234.30
Timekeeper:	JRH	Type	Unbilled
		Billable Hours	169.30
		Total For JRH	169.30
Timekeeper:	MLW	Type	Unbilled
		Billable Hours	69.80
		Total For MLW	69.80

Time Ticket Diary Report

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JAMES HAWKINS APLC

Client Number	Matter	Date	Ticket	Hours	Amount	Type	Task	Activity	Held	Billing Status
Client Name	Number	Matter Description	Number				Code	Code		

Firm Totals

TYPE	Unbilled
Billable Hours	473.40
Grand Total:	473.40

EXHIBIT 3

Matter Billing Detail

Report Date: 10/20/2021
 Report Time: 10:34AM
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 User ID: R. Hawkins

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 10/19/2021
 Client: VASQUEZ002 - Kassandra Vasquez
 Matter: JRH 3620 - RLMK, Inc. -McDonald's- Kassandra Vasquez v. McDonald's

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
10/02/2019	FST	First Legal Network- Filed complaint, summons, civil case cover sheet IN#30112234	\$1,768.97		Unbilled				
11/26/2019	FST	First Legal Network- Served compalint, summons, civil case cover IN#30114907	\$219.80		Unbilled				
12/03/2019	FST	First Legal Network- Filed- POS IN#30116897	\$180.67		Unbilled				
12/23/2019	SCN	Scanning- Def Answer to Complaint	\$2.00		Unbilled				
01/30/2020	FST	First Legal Network Filing Joint CMC Statement, IN#30120565	\$180.67		Unbilled				
02/06/2020	CCL	Court Call- CMC, GEM, 02.14.20	\$94.00		Unbilled				
02/17/2020	CCL	Court Call- Continued ISC 02.18.20 GEM	\$124.00		Unbilled				
02/17/2020	FST	First Legal Network Filing Ntc of jury Fee IN#30123463	\$180.67		Unbilled				
08/03/2020	MED	Mediation Services Jeffery Ross CK#8787	\$7,000.00		Unbilled				
10/21/2020	EXA	Expert Analysis Berger IN#8905	\$3,847.50		Unbilled				
11/25/2020	EXA	Expert Analysis- VWM Analytics IN#1171425 CK#8954	\$1,350.00		Unbilled				
05/13/2021	FST	First Legal Network - Filing, mtn for prelim; dees ISO; proposed , ntc of POS to LWDA IN#30159758	\$601.74		Unbilled				
06/02/2021	FST	First Legal Network- Filed- Joint Stip and Proposed Order...; First Amended Complaint IN#30162706	\$411.34		Unbilled				
06/09/2021	CCL	Court Call - 07.19.2021 Motion for GEM	\$94.00		Unbilled				
07/12/2021	FST	First Legal Network- FILED- Supplemental Declaration of James Hawkins in Support Of Motion for Preliminary Approval; Amended Proposed Order granting Motion for Prelim IN#30166121	\$409.94		Unbilled				
Total:			\$16,465.30	\$0.00					
Balance:			\$16,465.30						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$16,465.30						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

EXHIBIT 4

JAMES HAWKINS APLC
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Attorneys for Plaintiff KASSANDRA VASQUEZ, individually and on behalf of all other similarly situated

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

KASSANDRA VASQUEZ, individually and
on behalf of all others similarly situated,

Plaintiffs,

vs.

RLMK, INC., dba MCDONALD'S, a
California Corporation; and DOES 1-50,
inclusive

Defendants.

CASE NO. VCU280653

Assigned to the Hon. Nathan Ide

**DECLARATION OF KASSANDRA
VASQUEZ IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: June 7, 2021
Time: 08:30 a.m.
Dept.: 2

DECLARATION OF KASSANDRA VASQUEZ

I, KASSANDRA VASQUEZ, hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the motion for preliminary approval of the settlement and fees, costs and enhancement. The following is based upon my personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendants working at their McDonald's restaurants in Visalia as a non-exempt employee during the Class Period. I began my employment in approximately August 2011 and held numerous job positions while working for Defendants. I typically worked 5-6 days a week and approximately 30 hours per week.

3. As a non-exempt employee, I suffered the same damages as other employees. These included not being paid all my wages including overtime, not provided meal periods or permitted rest periods, not provided accurate wage statements, and not paid all my wages on time, not reimbursed expenses when I had to go to other stores to cover for other employees or go to the bank for change, all in accordance with California law. As a result of these alleged violations, I sought consultation with my attorneys at James Hawkins, APLC.

4. Based upon my allegations, and after consultation and full disclosure from my attorneys about the potential risks I faced as a Plaintiff in a putative class action, I freely decided to pursue this lawsuit to try and vindicate my rights and the rights of others who also worked for Defendants and suffered similar harms due to Defendant's common practices and policies.

5. Prior to filing my action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendants. During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff.

6. My attorneys provided me with a draft of the complaint for my review and

1 approval. I closely reviewed the complaint to ensure accuracy and completeness. As a
2 result, I caused my attorneys to file the class action complaint alleging claims for the
3 allegations alleged therein. Thereafter, I have been fully involved in my case.

4 Following the filing of the complaint, I collaborated with my attorneys on the
5 prosecution of my claims, and I regularly contacted my attorneys to stay current on the
6 status of the litigation, and to discuss my attorneys' progress in prosecuting the claims.

7 7. Since I believe I was not accurately paid wages including overtime, not
8 timely paid wages, not provided lunches and not permitted my rest breaks, and therefore
9 not provided accurate itemized wage statements, I believe that I have been similarly
10 injured as to all other class members in the settlement who worked for Defendant during
11 the class period. I believe the claims asserted in the Complaint is also shared by the
12 other Class Members. I worked with various other non exempt employees and I believe
13 we were all treated the same and subject to the same unlawful policies.

14 8. Since I agreed to become a Class Representative, I have worked every step
15 of the way with my attorneys. During the course of the litigation I have always kept the
16 best interest of the Class Members on equal footing as mine. I have been, and I am
17 willing to continue to pursue the Class Members' claims vigorously on our collective
18 behalf if the Settlement is not finally approved. As a result, I firmly believe that I do
19 not have any interests adverse to the interests of the Class Members. I have maintained
20 the Class Members best interest from the inception of the case.

21 9. As a Class Representative, I have spent time many hours working on this
22 case. I have spent numerous hours consulting with my attorneys, providing
23 documentation, consulting with other Class Members, responding to questions from my
24 attorneys, providing documents to my attorneys, working with my attorneys to review
25 documents received, helping my attorneys in preparing for the mediation and attending
26 the mediation via telephone. I was consulted about the status of the case and provided
27 constant feedback about the case from my attorneys including the mediation, settlement
28 negotiations and eventual settlement.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed on May 13, 2021, at Farmersville, California.

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DECLARATION OF KASSANDRA VASQUEZ