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Attorneys for Plaintiff Sheizan Bawa

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

SHEIZAN BAWA, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

MEATHEAD MOVERS, INC., a California
corporation; and DOES 1 through 25,
inclusive.

Defendants.

Case No.: 30-2021-01211895-CU-OE-CXC

Honorable William D. Cluster
Department CX101

**DECLARATION OF MIRIAM L. SCHIMMEL
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA SETTLEMENT
AND AWARD OF PAGA COUNSEL FEES
PAYMENT, PAGA COUNSEL LITIGATION
EXPENSES PAYMENT, PAGA
REPRESENTATIVE ENHANCEMENT
PAYMENT, AND ADMINISTRATION
EXPENSES PAYMENT
(RELATED TO ROA #90)**

Date: November 3, 2023

Time: 9:00 a.m.

Dept: CX101

Complaint Filed: July 21, 2021

Trial Date: Not Set

DECLARATION OF MIRIAM L. SCHIMMEL

I, Miriam L. Schimmel, declare as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am counsel with Blackstone Law, APC (“PAGA Counsel”), counsel for Plaintiff Sheizan Bawa (“Plaintiff”) in this action. I make this declaration in support of Plaintiff’s Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Payment, and Administration Expenses Payment (“Motion for Approval”) (ROA #90). I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could and would do so competently.

2. On or around July 13, 2023, Plaintiff and Defendant Meathead Movers, Inc. (“Defendant”) (together, the “Parties”) entered into the PAGA Settlement Agreement (“Original Agreement”). On or around August 10, 2023, the Parties entered into the Amendment to PAGA Settlement Agreement (“Amendment”). Together, the Original Agreement and Amendment are referred to as the “Settlement Agreement,” which are attached as Exhibit 2 to the Declaration of Jonathan M. Genish in Support of Plaintiff’s Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Payment, and Administration Expenses Payment (“Declaration of Jonathan M. Genish”) (ROA #88).

3. On August 10, 2023, Plaintiff filed the Motion for Approval (ROA #90) and supporting documents (ROA #86 and #88).

4. On August 31, 2023, the Court issued a tentative ruling, which raised multiple issues in regard to the Motion for Approval (“August 31, 2023 Tentative Ruling”). Subsequently, counsel for the Parties telephonically submitted on the August 31, 2023 Tentative Ruling.

5. On September 1, 2023, the Court entered a Minute Order, which adopted the August 31, 2023 Tentative Ruling (“September 1, 2023 Minute Order”) (ROA #95). A true and correct copy of the September 1, 2023 Minute Order is attached hereto as Exhibit A.

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1 PAGA Payments on IRS 1099 Forms. (*Id.*, ¶ 3.2.4.2). Additionally, the language in question comes
2 directly from the [Model] PAGA Settlement Agreement of the Los Angeles Superior Court. The
3 Parties opine that the language in question is standard in PAGA settlement agreements, and it does not
4 impose a duty on the Aggrieved Employees.

5 VALUATION

6 12. In its September 1, 2023 Minute Order, the Court requested an explanation of how the
7 valuation provided by PAGA Counsel in the Motion for Approval, which was based on 15,536 pay
8 periods during the time period between May 11, 2020 and March 21, 2022, is accurate to value 45,533
9 workweeks, which was the number of workweeks at issue at the time of settlement. (September 1,
10 2023 Minute Order, Issue #5).

11 13. On March 24, 2022, the Parties attended a formal mediation conducted by Mark S.
12 Rudy, which did not result in a settlement. Prior to the mediation, Defendant represented that
13 approximately 791 Aggrieved Employees worked a total of 15,536 pay periods during the time period
14 between May 11, 2020 and March 21, 2022. After continued settlement negotiations and with the aid
15 of the mediator, the Parties were able to reach an agreement in principle in May 2023 – over a year
16 after mediation – to resolve the above-entitled action in its entirety with extensive efforts by all
17 involved including, but not limited to, a multitude of communications directly between counsel and
18 through the mediator and the production of additional documents. It was not until July 2023 that the
19 Parties fully executed the Settlement Agreement that is before this Court.

20 14. In the valuation that is included in the Motion for Approval, Plaintiff used the data
21 points that were produced by Defendant prior to the March 24, 2022 mediation. However, since this
22 case did not settle until over a year later (May 2023), the number of Aggrieved Employees and pay
23 periods increased during that time. Accordingly, Defendant represented that approximately 1,307
24 Aggrieved Employees worked a total of 22,766 pay periods (45,533 workweeks) during the time
25 period between May 11, 2020 and April 14, 2023.

26 15. Based thereon, if a violation was found to have occurred in every one of the aggregate
27 pay periods within the relevant time period, the potential maximum exposure for each of Plaintiff's
28 claims would be as follows: \$2,276,600.00 for meal period violations, \$2,276,600.00 for rest period

violations, \$2,276,600.00 for unpaid wages, \$2,276,600.00 for unreimbursed business expenses, and \$2,276,600.00 for Plaintiff's derivative claims (inaccurate wage statements and failure to pay all wages due during employment and upon termination). While the total potential exposure and penalties would in theory exceed several million dollars, no California appellate court has addressed the issue of whether PAGA penalties may be aggregated or "stacked." Based thereon and the application of one penalty per pay period in the relevant time period, the estimated total exposure was \$2,276,600.00.

LODESTAR CROSS-CHECK

16. In its September 1, 2023 Minute Order, the Court requested contemporaneous attorney billing records for lodestar cross-check purposes. (September 1, 2023 Minute Order, Issue #6).

17. PAGA Counsel has spent approximately 233 total hours litigating this matter. To date, our total fees incurred amount to \$158,571.50. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the clients and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, discovery, and briefs; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and documents for obtaining settlement approval. A summary of PAGA Counsel's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	13.90	\$795	\$11,050.50
Miriam L. Schimmel	Senior Counsel	78.70	\$795	\$62,566.50
Jill J. Parker	Senior Counsel	39.90	\$695	\$27,730.50
S. Emi Minne	Associate	13	\$495	\$6,435.00
Joana Fang	Associate	59.20	\$595	\$35,224.00
Alexandra Rose	Associate	28.30	\$550	\$15,565.00

18. We expect to spend an additional 4 hours (\$3,180) in connection with managing the settlement through its conclusion, including anticipated communications with defense counsel, the Administrator, and our client. Based thereon, the total amount of Blackstone's fees through closure

1 of this case are estimated to be approximately \$161,751.50.

2 19. Attached hereto as **Exhibit C** is a chart that sets forth in detail the nature of the legal
3 services provided by attorneys at Blackstone Law, PC and the time incurred in performing those
4 services. Blackstone Law, PC also had litigation support personnel actively engaged in assisting with
5 the prosecution of this matter.

6 20. This settlement was negotiated vigorously for over a year after mediation, which the
7 Court specifically took notice of during an Informal Discovery Conference. Indeed, the Court
8 indicated it understood the challenges the Parties were facing in trying to reach a settlement due to the
9 amount of time and resources put into the case, as well as Defendant's stated financial condition.
10 PAGA Counsel has borne all of the risks and costs of litigation and will not receive any compensation
11 until recovery is obtained. PAGA Counsel is experienced in complex wage-and-hour litigation and
12 used that experience to obtain a favorable result for Plaintiff, the Aggrieved Employees, and the State
13 of California. Considering the amount of fees requested, the history of the case and work performed,
14 risks incurred, issues brought before this Court, Defendant's financial condition, and experience of
15 PAGA Counsel in handling similar matters, the result reached is phenomenal. Based thereon, Plaintiff
16 maintains that the requested attorneys' fees of forty-five percent (45%) of the Gross Settlement
17 Amount (i.e., \$450,000.000) are reasonable and should be awarded.

18 21. Even when courts have opted to award fees in settlement fund cases based on time
19 reasonably expended on the action, courts have generally awarded these fees based on the actual time
20 expended (the lodestar) in conjunction with a multiplier of between 2 and 4. *Kerr v. Screen Extras*
21 *Guild, Inc.* (9th Cir. 1975) 526 F.2d 67. Such a multiplier is warranted here. Courts frequently apply
22 multipliers to enhance the lodestar to reflect the risks involved, the complexity of the litigation, and
23 the other relevant facts. *Vizcaino v. Microsoft* (9th Cir. 2002) 290 F.3d 1043, 1051; *Graham v.*
24 *DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 579 ("One of the most common fee enhancers [...] is
25 for contingency risk."). Such an enhancement "mirrors the established practice in the private legal
26 market of rewarding attorneys for taking the risk of nonpayment by paying them a premium over their
27 normal hourly rates for winning contingency cases." *Vizcaino*, 290 F.3d at 1051; *Ketchum v. Moses*
28 (2001) 24 Cal.4th 1122, 1132-33. A risk multiplier also serves to bring the financial incentives for

1 enforcing important rights “into line with incentives [attorneys] have to undertake claims for which
2 they are paid on a fee-for-services basis.” *Ketchum*, 24 Cal. 4th at 1132

3 22. In determining whether or not to enhance the lodestar, California courts take into
4 account multiple factors. *Cates v. Chiang* (2013) 213 Cal.App.4th 791, 822-823. Multiple factors
5 warrant enhancement in this case, including the following: the time and labor required; the skill
6 requisite to perform the legal services properly; the preclusion of other employment by the attorney
7 due to the acceptance of the case; the contingent nature of the fee; the amount involved and results
8 obtained; the experience, reputation, and ability of the attorney; and awards in similar cases. *Ketchum*
9 at 1134.

10 23. Based on the reasonable hourly rates of PAGA Counsel, the requested fee award would
11 represent a multiplier of about 2.79 in which the total enhanced lodestar fees are \$451,286.69. PAGA
12 Counsel seeks an attorneys’ fee award of \$450,000.00 (45% of the Gross Settlement Amount). Far
13 greater multipliers have been awarded in similar cases, and the total amount of fees sought by PAGA
14 Counsel is also reasonable compared to fees awarded in similar cases. Courts routinely enhance
15 lodestar amounts based on multipliers that “range from 2 to 4 or even higher.” *Wershba v. Apple*
16 *Computer, Inc.* (2001) 91 Cal.App.4th 224, 255; see also, e.g., *Chavez v. Netflix, Inc.* (2008) 162
17 Cal.App.4th 43, 66 (approving multiplier of 2.5); *Vizcaino*, 290 F.3d at 1051 (approving multiplier of
18 3.65); *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.* (2d Cir. 2005) 396 F.3d 96, 123 (approving multiplier
19 of 3.5); *Craft v. County of San Bernardino* (C.D. Cal. 2006) 624 F.Supp.2d 1113, 1125 (awarding
20 multiplier of 5.2 and referring to other cases with cross-check multipliers ranging from 4.5 to 19.6).

21 24. Therefore, application of a modest multiplier of 2.79 is warranted, and the lodestar as
22 a cross-check to the percentage figure sought herein, strongly supports the reasonableness of the
23 requested attorneys’ fees award.

24 **PAGA COUNSEL’S COSTS AND EXPENSES**

25 25. In its September 1, 2023 Minute Order, the Court inquired into the charges for
26 “Deadlines.com” and “Motion to Compel Depo Samples” in PAGA Counsel’s request for
27 reimbursement of litigation costs and expenses. (September 1, 2023 Minute Order, Issues #7 and #8).

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26. I am informed that Deadlines.com is a calendaring program that was used by a former secretary of Blackstone Law, PC. Accordingly, the charges for Deadlines.com listed in Exhibit 3 of the Declaration of Jonathan M. Genish (ROA #88) were charges from this calendaring program. PAGA Counsel has removed these charges from its request for reimbursement of litigation costs and expenses. Attached hereto as **Exhibit D** is a true and correct copy of a revised itemized list of PAGA Counsel's litigation costs and expenses, which does not include any charges to Deadlines.com.

27. In approximately December 2022 and January 2023, my office asked Defendant's counsel on multiple occasions to provide availability for the deposition of Defendant's Person Most Knowledgeable. However, we did not hear back during that time. Accordingly, my office downloaded a sample motion to compel the deposition of defendant's person most knowledgeable and declaration in support thereof in preparation to file the same. However, the deposition of Defendant's Person Most Knowledgeable went forward on March 13, 2023 and March 15, 2023, therefore, our office did not file a motion to compel. Attached hereto as **Exhibit E** are true and correct copies of the receipts for the "Motion to Compel Depo Samples" listed in Exhibit 3 of the Declaration of Jonathan M. Genish (ROA #88).

LANGUAGE OF NOTICE

28. In its September 1, 2023 Minute Order, the Court inquired into whether the notice should be given in any languages other than English. (September 1, 2023 Minute Order, Issue #9).

29. On October 20, 2023, counsel for Defendant confirmed with my office that English is the primary language of the Aggrieved Employees and that the notice that accompanies the Individual PAGA Payment checks does not need to be given in any other languages.

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

Executed this 24th day of October 2023 at Beverly Hills, California.

MIRIAM L. SCHIMMEL

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

MINUTE ORDER

DATE: 09/01/2023 TIME: 09:00:00 AM DEPT: CX104

JUDICIAL OFFICER PRESIDING: William Claster

CLERK: G. Hernandez

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: B. Allen, None

CASE NO: **30-2021-01211895-CU-OE-CXC** CASE INIT.DATE: 07/21/2021

CASE TITLE: **Bawa vs. Meathead Movers, Inc., a California Corporation**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Other employment

EVENT ID/DOCUMENT ID: 74075064

EVENT TYPE: Motion - Other

MOVING PARTY: Sheizan Bawa

CAUSAL DOCUMENT/DATE FILED: Motion - Other for approval of paga settlement, 08/10/2023

APPEARANCES

Plaintiff Sheizan Bawa's Notice of Motion and Motion for Approval of PAGA Settlement, Award Of PAGA, Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Payment, and Administration Expenses Payment ROA 90

There are no appearances by any party.

Tentative Ruling posted on the Internet.

Prior to calendar call, all parties telephonically submit on the Court's tentative ruling.

The Court confirms the tentative ruling as follows:

Plaintiff's motion for approval of PAGA settlement is CONTINUED to November 3, 2023 at 9:00 a.m. in **Department CX101** to permit the parties to respond to the following items of concern. (The Court will soon relocate from Department CX104 to CX101.) Any supplemental briefing shall be filed on or before October 24, 2023. If a revised settlement agreement and/or proposed notice is submitted, a redline version showing all changes, deletions and additions must be submitted as well. In addition, Plaintiff must provide proof of service of any revised settlement agreement and supplemental papers on the LWDA.

As to the Settlement:

1. The escalator applies if the estimate of 45,533 workweeks is more than 10% below the actual figure. What is the actual figure? Does the GSA need to be adjusted?

2. Please provide a bid from the settlement administrator.

3. Per § 3.2.3 of the agreement, "Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment." The aggrieved employees are not parties to this case, so

the Court will not approve a settlement that purports to impose duties on them in any way other than by operation of PAGA.

4. The GSA is to be paid in two installments, one by the end of 2023 and one by the end of 2024. Why is an installment structure required? If the installment structure is required by Defendant's finances, Defendant should submit a declaration explaining why its finances require installment payments. If Defendant wishes this declaration to remain sealed, it should follow CRC 2.550 et seq.

5. Counsel explains that at the time of mediation in March 2022, Defendant represented there were 15,536 pay periods at issue. The maximum value for each predicate claim (at a 100% violation rate) is therefore \$1,553,600, and counsel assumes no stacking, for an overall maximum value of \$1,553,600. But there are 45,533 workweeks estimated to be at issue as of the time of settlement, not 15,536 as in March 2022. Please explain how the valuation provided by counsel is adequate to value 45,533 workweeks of claims rather than 15,536. Alternatively, please reevaluate the settlement using the correct number of workweeks (which may require additional explanation of the difference between the settlement value and the maximum value).

6. Please provide contemporaneous attorney billing records for lodestar cross-check purposes.

7. The costs ledger attached to counsel's declaration includes several charges for "Deadlines.com" categorized as "Other." What are these charges?

8. There is a charge for "Motion to Compel Depo Samples." The record does not reflect the filing of a motion to compel attendance at a deposition, and Plaintiff's IDC statement from April 2023 (ROA 70) refers to a request for production of employee contact information. What is this charge for?

9. Should notice be given in any languages other than English?

Court orders clerk to give notice.

EXHIBIT B

CASE NAME: BAWA v MEATHEAD MOVERS

Date: June 15, 2023
Requesting Attorney: Joana Fang
Plaintiff or Defense: Plaintiff
Firm Name: Blackstone Law APC
Telephone: (310) 622-4278
Email: jfang@blackstonepc.com

PAGA Disbursement Only
Aggrieved Employees: 1,325
Postage Total: \$870.30
Grand Total: \$16,268.55
DISCOUNTED FLAT FEE: \$14,750.00

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Aggrieved Employees will be Assigned a Unique Mailing ID which will be Used Throughout Administration.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Project Manager: Notice Format	\$95.00	1	\$95.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
		TOTAL	\$1,810.00

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Call Center Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	265	\$795.00
		TOTAL	\$1,095.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.20	1,325	\$265.00
		TOTAL	\$700.00

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA and Further Skip Trace if Necessary. From There, CPT will Mail an 8.5"x11" MICR Check and Notice to Valid Aggrieved Employees. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	2	\$300.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Programming: Setup & Printing of Checks	\$150.00	4	\$600.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	133	\$113.05
Print & Mail Notice, Checks & 1099	\$3.00	1,325	\$3,975.00
First-Class Postage (up to 1 oz.)*	\$0.60	1,325	\$795.00
		TOTAL	\$7,008.05

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

CPT Estimates that 6% of the Checks will be Returned Undeliverable and Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process all Requests for Check Re-Issues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF. Throughout the Duration of Administration, CPT will Provide the Parties with Bi-Weekly Status Reports. Upon the Conclusion of the Disbursement, CPT will Issue a Due Process Declaration.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	80	\$40.00
Skip Trace for Best Address	\$0.50	71	\$35.50
Remail Undeliverable Checks	\$3.00	56	\$168.00
First-Class Postage (up to 1 oz.)	\$0.60	56	\$33.60
Re-Issue Checks as Required	\$5.00	14	\$70.00
First-Class Postage (up to 1 oz.)	\$0.60	14	\$8.40
Project Supervisor: Account Reconciliation	\$150.00	6	\$900.00
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	1	\$150.00
Project Manager: Account Files Sent to Atty	\$95.00	1	\$95.00
Project Supervisor: Final Declaration	\$150.00	1	\$150.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
		TOTAL	\$3,360.50

*CPT will file Federal taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	278	\$41.70
Project Manager: SCO Fall Reporting	\$95.00	2	\$190.00
Project Supervisor: Review of SCO Reports	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Check Reissues for Winter/Spring QTR	\$5.00	28	\$140.00
First-Class Postage (up to 1 oz.)	\$0.58	28	\$16.24
Project Manager: June Remittance	\$95.00	2	\$190.00
Project Supervisor: June Remittance	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
		TOTAL	\$2,295.00
GRAND TOTAL			\$16,268.55

TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
 - c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
 - d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
 - e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
 - f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
 - g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
 - h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
 - i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
 - k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
 - l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
 - m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
 - o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
 - p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
 - q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
 - r) **"Products"** means any and all CPT Services, and work products resulting from Services.
 - s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.
 - t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
 - w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
 - x) **"Term"** means the term of the Agreement, as set forth in the Order.
 - y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
 - z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. Security. The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.
4. CPT Obligations. Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.
5. Mutual Obligations.
- a) Resources. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.
- Confidentiality.** Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.
- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.
- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

EXHIBIT C

JONATHAN M. GENISH

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
3/23/22	Strategy call with JP & EM	0.50 hour
3/24/22	Attend mediation	8 hours
4/11/22	Email with mediator re: review of financials	0.20 hour
4/12/22	Call with financial expert re: docs provided by Defendant	0.50 hour
4/12/22	Email with mediator re: our findings after review of financials	0.30 hour
6/14/22	Email with JF re: call with expert	0.10 hour
7/1/22	Review additional financial docs provided by Defendant	0.50 hour
7/26/22	Email with JF re: memo on FAA interstate commerce exemption	0.10 hour
7/27/22	Email with mediator re: status of case	0.10 hour
8/8/22	Email with OC re: settlement negotiations	0.50 hour
8/16/22	Email with mediator and OC re: settlement negotiations	0.50 hour
8/22/22	Email with mediator and OC re: settlement negotiations	0.10 hour
8/22/22	Email with OC re: settlement negotiations	0.10 hour
8/26/22	Email with MS and JF re: status of case	0.10 hour
8/30/22	Email with MS and JF re: strategy	0.10 hour
9/1/22	Email with MS and JF re: research	0.10 hour
9/6/22	Email with MS and JF re: research	0.10 hour
9/15/22	Email with OC re: settlement negotiations	0.20 hour
9/16/22	Email with MS and JF re: response to mediator	0.10 hour
10/27/22	Call with mediator re: status of case	0.50 hour
12/13/22	Call with mediator re: status of case	0.50 hour
3/27/23	Call with MS and JF to discuss trial plan	0.50 hour
5/11/23	Email with OC re: settlement terms	0.10 hour
5/15/23	Email with OC re: settlement terms	0.10 hour
		Total Time Spent
		13.90 hours

MIRIAM L. SCHIMMEL

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
7/20/22	Review and revise Joint Status Conference Report	0.20 hour
7/22/22	Emails with OC re: Joint Status Conference Report	0.20 hour
7/25/22	Email from OC re: Joint Status Conference Report for filing	0.20 hour
8/8/22	Internal strategy discussions re: response to Defendant's financial statements	0.40 hour
8/16/22	Team strategy discussions re: next steps in litigation to move case forward	0.30 hour
8/16/22	Receive and review emails with mediator re: further settlement negotiation issues	0.20 hour
8/22/22	Receive and review emails with mediator and defense re: settlement issues	0.40 hour
8/25/22	Review Def's responses to RFAs, RFPs, SROGs, and FROGs	0.90 hour
8/26/22	Emails internally and with defense counsel re: response to our last settlement demand	0.40 hour
9/1/22	Strategize with team re: next steps in discovery needed	0.30 hour
9/14/22	Emails from and to defense counsel conveying further financial information in support of Defendant's alleged hardship	0.40 hour
9/16/22	Strategize re: response to Defendant's financial contentions	0.50 hour

9/22/22	Email to mediator providing detailed analysis of pay periods and employee numbers ISO settlement bracket	0.30 hour
9/30/22	Follow up email to mediator and responses thereto	0.40 hour
10/4/22	Emails with mediator and internally re: status of settlement negotiations	0.60 hour
10/4/22	Review and revise meet and confer letter on Def's discovery responses	0.50 hour
10/17/22	Emails with mediator and internally re: status of settlement negotiations	0.20 hour
10/18/22	Emails internally re: moving to compel Def's discovery responses	0.20 hour
10/27/22	Internal discussions re: further information from mediator re: Def's alleged financial condition	0.20 hour
10/27/22	Review second set of written discovery and confer internally re: same	0.60 hour
10/31/22	Several emails with mediator re: receipt of new offer from Defendant	0.50 hour
11/4/22	Internal discussion re: Def's request for further extension on supplementing discovery responses; emails with defense counsel re: same	0.40 hour
11/18/22	Receive and respond to several emails with defense counsel re: further extension of deadline to provide supplemental discovery responses	0.40 hour
11/22/22	Internal discussions re: review and revising Joint Status Conference Report; emails with defense counsel re: report	0.70 hour
12/1/22	Review and revise NOD for Def's PMK and confer internally re: strategy of same	0.40 hour
12/1/22	Attend Status Conference; draft summary of same	1 hour
12/6/22	Receive and conduct cursory review of Def's responses to second sets of FROGs, SROGs, RFPs, and supplemental responses to select FROGS, SROGs, RFPs, and RFAs in first set	1 hour
12/13/22	Email to defense re: revised protective order and PMK deposition; internal discussion re: sufficiency of Def's responses to second sets of written discovery	0.60 hour
12/14/22	Multiple emails to and from mediator re: settlement negotiations	0.50 hour
12/19/22	Further revise PMK depo notice for service	0.50 hour
1/3/23	Confer internally re: strategy for setting PMK deposition	0.20 hour
1/10/23	Confer internally and strategize re: Defendant's continued failure to produce documents and provide dates for PMK depo	0.40 hour
1/10/23	Emails with defense re: document production and PMK depo dates	0.20 hour
1/12/23	Emails re: amended stipulated protective order	0.20 hour
1/13/23	Attention to directing correspondence with defense counsel re: continued delays in providing PMK depo dates	0.30 hour
1/18/23	Further emails with defense counsel re: setting PMK depo	0.30 hour
1/20/23	Further emails with defense counsel re: setting PMK depo	0.30 hour
2/8/23	Emails and call with defense counsel re: discovery issues	0.40 hour
2/25/23	Receive and review further supplemental responses to multiple sets of written discovery	0.80 hour
3/8/23	Internal discussions and strategy re: continued deficiencies in Def's further supplemental discovery responses	0.50 hour
3/8/23	Review Def's Objections to 2 nd amended PMK depo notice	0.20 hour
3/8/23	Analyze and strategize arbitration agreement at issue; discussion re: meeting and conferring over Def's deficient discovery responses	0.60 hour
3/10/23	Commence preparation of outline for deposition of Def's PMK	2.60 hours
3/11/23	Analyze documents produced by Def in discovery, including Def's policies, employee handbook, employees timesheets, and wage statements; Further prep of depo outline	2.80 hours

3/13/23	Take deposition of Def's PMK (day 1); receive and review Def's updated handbooks post-depo	7.30 hours
3/14/23	Further preparation for second session of Def's PMK depo including analysis of newly produced documents and additional time and wage records	4.70 hours
3/15/23	Emails with defense counsel re: further document production and withdrawal of 2021 handbook; Receive and review more documents from Defendant prior to second deposition session; continue with second session of Def's PMK deposition	7.80 hours
3/16/23	Emails from and to defense counsel re: dates for Plaintiff's deposition	0.20 hour
3/17/23	Attention to review of all pretrial deadlines	0.50 hour
3/17/23	Review and revise Joint Case Management Conference Report	0.30 hour
3/21/23	Revise email to defense counsel re: ongoing unresolved discovery issues	0.20 hour
3/23/23	Email to defense counsel requesting call to discuss status of case	0.10 hour
3/27/23	Strategize re: defense's ongoing refusal to produce employee contact information; review summary of CMC	0.30 hour
3/27/23	Email from and to court reporter re: exhibits from PMK depo	0.20 hour
3/27/23	Call with Plaintiff to provide status update	0.30 hour
3/27/23	Call with defense counsel re: unresolved discovery issues; email defense counsel re: employee contact information and request for IDC dates	0.60 hour
3/29/23	Email to and from defense demanding response to prior email	0.20 hour
3/30/23	Emails with defense counsel re: date for continued PMK depo	0.20 hour
4/4/23	Further emails re: continued PMK depo	0.20 hour
4/4/23	Call with defense counsel re: discovery issues	0.40 hour
4/4/23	Emails with mediator re: updated status of settlement negotiations	0.30 hour
4/4/23	Receive and review written discovery propounded by Def and direct drafting of responses	0.30 hour
4/5/23	Receive email from mediator and draft response thereto	0.20 hour
4/7/23	Review additional RFPs to propound to Def and add several	0.50 hour
4/7/23	Revise draft correspondence to defense re: Belaire-west notice, supplemental RFA and SROG responses	0.40 hour
4/7/23	Emails with court clerk and defense counsel re: setting IDC	0.30 hour
4/7/23	Receive and review redlined Belaire-West notice from defense	0.20 hour
4/10/23	Review and revise IDC statement	0.30 hour
4/10/23	Receive and review Def's IDC statement	0.20 hour
4/10/23	Emails from and to defense counsel re: Plaintiff's deposition	0.20 hour
4/12/23	Attend Informal Discovery Conference and prepare summary; revise Belaire-West notice per conference with Court and email to defense	1.50 hours
4/12/23	Emails with mediator re: settlement outlook post-IDC hearing	0.20 hour
4/13/23	Review and revise Notice of Rulings; review and approve quote for admin of Belaire-West notice	0.30 hour
4/14/23	Call with mediator Mark Rudy to provide more information about case status and targeted settlement range	0.40 hour
4/17/23	Email from mediator providing updated workweek information and alleged poor financial situation; confer with JG and develop response; email to mediator requesting additional information and documents re: financial condition	0.80 hour
4/17/23	Receive and review summary of first two PMK deposition sessions	0.60 hour
4/18/23	Email to and from mediator re status of production of financial documents	0.20 hour

4/19/23	Emails with ILYM re: Def's production of aggrieved employee information and confirmation of intended mailing date and providing approved Belaire-West notice	0.50 hour
4/19/23	Email from defense counsel providing evidence of loan	0.20 hour
4/19/23	Receive, review, and approve final Belaire-West notice from admin for mailing	0.20 hour
4/19/23	Review and revise depo outline in prep for completing PMK depo	0.90 hour
4/20/23	Call and email from defense counsel cancelling PMK depo due to witness illness	0.20 hour
4/20/23	Receive and review P&L sheet from defense counsel; analyze and discuss same to develop response; email defense counsel requesting additional updated financial information	0.60 hour
4/20/23	Emails from and to court reporter and defense counsel re: Def's payment for cancelled depo; emails from and to defense and admin re: confirming final Belaire-West notice for mailing	0.30 hour
4/25/23	Receive and review additional financial documents from defense; strategize new settlement demand in response thereto and convey to mediator	0.70 hour
4/25/23	Email defense with additional questions regarding Defendant's financial condition; convey analysis of Defendant's financial ability to mediator	0.40 hour
4/26/23	Emails with defense in follow up to request for more information and continued PMK depo date	0.20 hour
4/28/23	Email from Def re: supplemental discovery responses post-Belaire-West notice process; confer internally and direct response thereto	0.30 hour
5/3/23	Multiple emails from and to defense re: extension to respond to Def's discovery and to move to compel Def's further responses	0.40 hour
5/5/23	Further emails with defense re discovery deadlines and IDC for motion to compel; Emails with defense and admin re: confirming informal stay due to tentative settlement reached	0.60 hour
5/5/23	Draft Memorandum of Understanding ("MOU"); Email same to defense	0.70 hour
5/8/23	Call from defense re: edits to MOU; receive and review redlined MOU	0.50 hour
5/8/23	Further redline MOU and email to defense	0.40 hour
5/8/23	Emails with client re: tentative settlement reached	0.30 hour
5/9/23	Email from defense with further redlined MOU; analyze changes and email partner for defense re: MOU issues	0.50 hour
5/10/23	Email to defense detailing disputed issues in MOU and providing foundational basis for Plaintiff's position	0.60 hour
5/11/23	Emails with mediator seeking assistance on MOU deal points in dispute	0.30 hour
5/12/23	Emails with defense re: escalator clause, end date for release period and using LASC model agreement.	0.60 hour
5/15/23	Emails and call with defense re: further negotiations on MOU terms	0.50 hour
5/16/23	Finalize MOU and send to defense for signatures	0.40 hour
5/17/23	Call from aggrieved employee re: her experiences working for Defendant	0.60 hour
5/17/23	Emails with defense exchanging executed MOU	0.30 hour
6/1/23	Commence drafting long form settlement agreement	1 hour
6/9/23	Further preparation of settlement agreement	1.30 hours
6/15/23	Email two TPAs with current number of aggrieved employees for accurate settlement admin bids	0.20 hour
6/15/23	Further preparation of settlement agreement; email draft to defense for review	3.20 hours
6/16/23	Further emails with TPAs with details of settlement payments for bid estimates	0.30 hour
6/16/23	Review and revise notice of settlement	0.20 hour

6/19/23	Further direction re: notice of settlement	0.20 hour
6/19/23	Email defense revised settlement agreement to reflect lowest bid received from TPA	0.20 hour
6/22/23	Emails to and from defense re: status of review of settlement agreement	0.20 hour
6/28/23	Receive and review redline of settlement agreement from defense; further revise same and return proposed final version to defense	0.80 hour
6/29/23	Email defense to get confirmation of accepted final settlement agreement	0.20 hour
6/30/23	Email from defense confirming final settlement agreement	0.10 hour
7/5/23	Direct obtaining Plaintiff's signature on settlement agreement and drafting of motion for approval of settlement	0.20 hour
7/5/23	Email Plaintiff's signature on settlement agreement to defense	0.10 hour
7/14/23	Email defense re: discrepancies in settlement agreement and suggested corrections	0.30 hour
7/17/23	Email from defense re: corrections to settlement agreement; draft amendment to settlement agreement	0.60 hour
7/20/23	Email from defense re: status of approval motion; email response re: no receipt of Defendant's signatures on settlement agreement and transmitting amendment to settlement agreement; email from defense providing signatures and approving amendment	0.50 hour
7/21/23	Review draft motion for approval of settlement; declarations of Plaintiff and JG ISO motion and proposed order	1 hour
8/4/23	Email motion for approval to defense	0.10 hour
8/7/23	Email from defense approving motion	0.10 hour
8/7/23	Further revisions to motion for approval; review final changes to supporting declarations	0.50 hour
8/9/23	Internal discussion of dates for approval motion hearing; emails with defense re: hearing date; direct reservation of 9/1/23	0.40 hour
8/9/23	Email declaration to Plaintiff for signature	0.10 hour
8/9/23	Email defense re: missing Def's signatures on amendment to settlement agreement	0.10 hour
8/10/23	Follow up email to defense re: signatures; email from defense providing executed amendment	0.20 hour
8/10/23	Attention to finalizing all documents for filing with the Court	0.60 hour
8/31/23	Receive and review Court's tentative ruling on motion for approval and internal analysis and discussion of plan for compliance with issues raised	0.70 hour
9/11/23	Internal discussion re: Defendant's information to be provided for supplemental declarations for settlement approval	0.30 hour
10/9/23	Emails with defense counsel re: status of providing declaration for approval	0.20 hour
		Total Time Spent
		78.70 hours

JILL J. PARKER

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
2/7/22	Email expert re: retention for damages analysis in this case	0.10 hour
2/8/22	Email mediation sampling and data points to expert for damages analysis	0.20 hour
3/10/22	Draft mediation brief	5.30 hours
3/14/22	Revise mediation brief to add additional facts	6 hours

3/15/22	Revise mediation brief to add damages analysis	7 hours
3/17/22	Finalize mediation brief	8 hours
3/22/22	Prepare damages calculation	1 hour
3/23/22	Strategy call w/ EM & JG	0.50 hour
3/23/22	Review and revise MOU	1.80 hours
3/24/22	Attend mediation	8 hours
4/7/22	Prepare and attend CMC	0.60 hour
4/7/22	Draft hearing memo and assign discovery to JF	0.20 hour
4/11/22	Discuss financial reports with JG and expert	0.80 hour
4/12/22	Review discovery drafted by JF	0.40 hour
		Total Time Spent
		39.90 hours

S. EMI MINNE

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
3/15/22	Exchange messages with JP re: mediation	0.50 hour
3/17/22	Exchange messages with JP re: mediation	0.30 hour
3/22/22	Exchange messages with JP re: mediation brief	0.60 hour
3/23/22	Review documents in preparation for mediation	0.60 hour
3/23/22	Strategy call w/ JP & JG	0.50 hour
3/23/22	Review proposed MOU; send comments re: suggested revisions to JP	0.30 hour
3/23/22	Research FAA transportation exemption; strategy discussion w/ JP	2 hours
3/24/22	Attend mediation	8 hours
3/24/22	Call w/ JG re: mediation	0.20 hour
		Total Time Spent
		13 hours

JOANA FANG

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
7/6/21	Review Plaintiff's personnel file	1 hour
7/6/21	Research whether arbitration agreement is enforceable	0.50 hour
7/7/21	Email with JP re: PAGA Notice	0.20 hour
7/14/21	Draft Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. ("Complaint")	2 hours
7/16/21	Revise and finalize Complaint for filing	0.50 hour
7/19/21	Email with assistant to serve Complaint	0.10 hour
7/21/21	Call with Plaintiff re: texts from Defendant	0.20 hour
7/21/21	Research government codes for complex case designation of PAGA complaints	0.50 hour
7/21/21	Revise Civil Case Cover Sheet	0.10 hour
7/28/21	Email with JP re: uploading PAGA Notice to LWDA	0.10 hour
8/3/21	Email with assistant re: serving Defendant's agent	0.10 hour
8/11/21	Email with assistant re: paying complex fees/calendaring	0.10 hour
8/24/21	Email with assistant re: calendaring responsive deadline	0.10 hour

9/7/21	Review Defendant's Answer	0.20 hour
9/14/21	Email with mediator re: confirmation of mediation date	0.10 hour
10/18/21	Email re: CMC statement and substitution of attorney	0.10 hour
10/18/21	Draft Joint Initial Case Management Conference Report	0.30 hour
10/20/21	Revise Joint Initial Case Management Conference Report/send to OC	0.10 hour
10/26/21	Review/send Joint Initial Case Management Conference Report to assistant for filing	0.10 hour
10/27/21	Email with assistant re: calendaring dates	0.10 hour
11/16/21	F/u with OC re: mediation data	0.10 hour
11/22/21	2 nd F/u with OC re: mediation data	0.10 hour
11/29/21	3 rd F/u with OC re: mediation data	0.10 hour
12/16/21	4 th F/u with OC re: mediation data	0.10 hour
12/16/21	Call with OC re: mediation data and video depo of Plaintiff	0.20 hour
12/16/21	Email with OC re: mediation data/depo of Plaintiff/PMK depositions	0.10 hour
12/16/21	Draft PMK Deposition Notice	0.50 hour
12/16/21	Email with OC re: conformed Joint Initial Case Management Conference Report	0.10 hour
1/4/22	Email with OC re: mediation data	0.10 hour
1/17/22	Review mediation data	1.50 hours
1/27/22	Email with OC re: deficiency in mediation data/docs	0.10 hour
2/7/22	F/u with OC re: outstanding mediation data/docs	0.10 hour
2/11/22	Email with OC re: outstanding mediation data/docs	0.10 hour
2/11/22	Email with assistant re: updated Proof of Service	0.10 hour
2/25/22	Email with assistant re: call with Plaintiff	0.50 hour
2/28/22	Call with Plaintiff re: status of case	0.20 hour
3/4/22	F/u with OC re: outstanding mediation data/docs	0.20 hour
3/4/22	Review additional mediation data/docs produced by Defendant	0.20 hour
3/7/22	Draft and email to OC Joint Case Management Conference Report	0.50 hour
3/9/22	F/u email with OC re: Joint Case Management Conference Report	0.20 hour
3/15/22	Call with Plaintiff re: follow-up questions for the mediation brief	1 hour
3/15/22	Email with mediator re: zoom link	0.10 hour
3/17/22	Email with Plaintiff re: work-related text messages	0.10 hour
3/17/22	Email with OC re: pay periods	0.10 hour
3/21/22	F/u with OC re: pay periods	0.10 hour
3/23/22	Review draft Memorandum Of Understanding	0.20 hour
3/24/22	Email with mediator re: FAA transportation worker exemption	0.10 hour
3/29/22	Draft/send Joint Case Management Conference Report to OC	0.20 hour
3/31/22	F/u email with OC re: Joint Case Management Conference Report	0.10 hour
4/4/22	Email w/mediator re: status report on financial disclosures	0.10 hour
4/4/22	Draft class action complaint and add owners as defendants	1 hour
4/4/22	Research SOS re: Steeds	0.10 hour
4/6/22	Email w/OC re: financials	0.10 hour
4/7/22	Email with JP re: CMC notes	0.10 hour
4/7/22	Draft formal discovery	3 hours
4/11/22	Revise discovery to add requests for info on FAA interstate commerce	0.50 hour
4/11/22	Draft PMK depo notice on arbitration agreements	0.30 hour
4/11/22	Email w/mediator re: review of financials	0.10 hour
4/12/22	Email with assistant to serve discovery	0.10 hour
4/12/22	Call with financial expert re: docs provided by Defendant	0.20 hour

4/12/22	Email with mediator re: our findings after review of financials	0.10 hour
4/19/22	Email with mediator re: forensic experts	0.10 hour
4/19/22	Email with OC re: discovery extension	0.10 hour
4/25/22	Email re: coordinating calls with experts	0.10 hour
4/25/22	Email re: expert's request for additional financial info	0.10 hour
5/3/22	Email with mediator re: expert calls	0.10 hour
5/16/22	Email with mediator re: status of expert calls	0.10 hour
6/14/22	Call/email with OC re: setting up expert call/request for additional financial docs/discovery extension	0.20 hour
6/14/22	Email with JG re: call with expert	0.10 hour
6/15/22	Email with OC re: setting up expert call	0.10 hour
6/16/22	F/u email with OC re: setting up expert call	0.10 hour
6/23/22	Call with OC re: discovery extension	0.10 hour
6/23/22	Email with assistant re: calendaring deadlines	0.10 hour
6/25/22	Email with expert	0.10 hour
6/27/22	Email with expert	0.10 hour
7/1/22	Review additional financial docs provided by Defendant	0.50 hour
7/5/22	Email with OC re: rescheduling expert call/discovery extension	0.10 hour
7/11/22	Email with mediator re: status of case	0.10 hour
7/18/22	Email with expert/OC re: deficiencies in documents	0.10 hour
7/20/22	Draft Joint Status Conference Report	0.20 hour
7/22/22	Revise Joint Status Conference Report to send to OC	0.10 hour
7/22/22	Call with OC re: additional financial information	0.10 hour
7/25/22	Email with OC re: additional financial information	0.10 hour
7/25/22	Email with OC re: Joint Status Conference Report	0.10 hour
7/26/22	Call between experts re: financials of company	0.50 hour
7/26/22	Email damages analysis and additional data to JG	0.10 hour
7/26/22	Draft additional memo on FAA interstate commerce exemption	0.50 hour
7/27/22	Email with JG and expert to discuss status	0.10 hour
8/1/22	Prepared for and attended Further Status Conference via Zoom	0.30 hour
8/2/22	Review/revise Notice of Rulings Made at August 1, 2022 Status Conference	0.10 hour
8/8/22	Email with mediator re: expert's findings	0.10 hour
8/8/22	Email w/OC re: further settlement discussions	0.10 hour
8/10/22	Call/email with OC re: further discovery extension	0.10 hour
8/16/22	Email with MS re: status of case incl. class action complaint/ discovery extensions	0.10 hour
8/22/22	Email with OC re: status of settlement	0.10 hour
8/25/22	Review Defendant's discovery responses/doc production	2 hours
8/26/22	F/u email re: status of settlement	0.10 hour
9/1/22	Email w/MS re: discovery	0.10 hour
9/8/22	Email w/law clerk re: discovery summary	0.10 hour
9/14/22	Email w/OC re: financials	0.10 hour
10/4/22	Draft M&C letter	2 hours
10/6/22	Call/email w/OC re: extension on MTC deadline/response to M&C letter	0.10 hour
10/18/22	Call/email re: Judge Claster's rules on IDC/MTC	0.20 hour
10/27/22	Email re: financial situation of Defendant	0.10 hour
10/28/22	Draft second set of discovery to propound	1 hour
11/4/22	Call/email re: Defendant's supp responses/extension on Plaintiff's MTC deadline	0.10 hour

11/18/22	Email re: Defendant's supp responses/extension on Plaintiff's MTC deadline	0.10 hour
11/22/22	Draft Joint Status Conference Report	0.20 hour
12/1/22	Email OC re: PMK depo dates	0.10 hour
12/6/22	Review Defendant's supp responses/protective order	0.10 hour
12/8/22	Redline protective order & send to OC	0.20 hour
12/13/22	Email with mediator re: status of case	0.10 hour
12/13/22	Email w/MS re: M&C letter	0.10 hour
12/20/22	Email re: Amended PMK Notice of Deposition	0.10 hour
12/27/22	Email w/assistant re: updating Plaintiff	0.10 hour
1/3/23	Draft two M&C letters re: supp responses	2 hours
1/3/23	Email w/OC re: protective order/depo dates	0.10 hour
1/9/23	Email w/OC re: protective order/identity of PMKs	0.10 hour
1/9/23	Email w/assistant re: filing protective order	0.10 hour
1/10/23	Email w/MS re: protective order	0.10 hour
1/10/23	Call/email with OC re: MTC extension/supp responses/PMK depo dates	0.20 hour
1/12/23	Email with court clerk re: signed stipulated protective order	0.10 hour
1/13/23	F/u email re: PMK depo dates	0.10 hour
1/18/23	F/u email re: PMK depo dates	0.10 hour
1/20/23	Email w/MS re: case strategy	0.10 hour
1/23/23	Draft second amended PMK depo notice	0.20 hour
2/8/23	Call/email with OC re: supp responses	0.10 hour
2/24/23	Review Defendant's further supp responses/doc production	1 hour
2/27/23	Email with law clerk re: discovery summary	0.10 hour
3/3/23	Review law clerk's discovery summary	0.50 hour
3/8/23	Email OC re: outstanding issues on further supp responses	0.10 hour
3/8/23	Email w/OC re: objections to second amended notice	0.10 hour
3/9/23	Email w/OC re: scheduling M&C call/verifications on further supp responses	0.10 hour
3/10/23	Email re: zoom link for PMK depo	0.10 hour
3/13/23	Observe PMK deposition, session 1	5.50 hours
3/14/23	Email w/OC re: wage statements	0.10 hour
3/15/23	Observe PMK deposition, session 2	6 hours
3/15/23	Review supp doc production	1 hour
3/16/23	Email re: Plaintiff's depo availability	0.10 hour
3/16/23	Draft Joint Case Management Conference Report	0.20 hour
3/16/23	Email w/assistant re: calendaring pre-trial and trial deadlines	0.10 hour
3/17/23	Revise Joint Case Management Conference Report	0.10 hour
3/20/23	Prepare Joint Case Management Conference Report for filing	0.10 hour
3/21/23	Draft response to OC's email on discovery at issue	0.50 hour
3/27/23	Prepare for and attend Status Conference via Zoom	0.50 hour
3/27/23	Email w/JG re: time to discuss trial plan	0.10 hour
3/27/23	Call/texts with Plaintiff re: deposition availability	0.10 hour
3/28/23	Review draft Notice of Rulings Made at March 27, 2023 Status Conference	0.10 hour
3/29/23	F/u with OC re: employees' contact information/completing PMK depo notice	0.10 hour
4/4/23	Email re: scheduling PMK depo session 3	0.10 hour
4/4/23	Call w/OC re: outstanding discovery issues/PMK depo/wage statements	0.10 hour
4/4/23	Review discovery Defendant propounded; instruct assistant to calendar and draft shells	0.50 hour
4/4/23	Draft Belaire West Notice and RFP, Set 3	1 hour
4/5/23	Draft Notice of Continued PMK Deposition	0.20 hour

4/7/23	Revise depo notice to add additional RFPs	0.20 hour
4/7/23	Email w/OC re: extension on MTC deadline	0.10 hour
4/7/23	Email with assistant to service notice of PMK depo and RFP, Set 3	0.10 hour
4/7/23	Email with court clerk to request IDC	0.10 hour
4/10/23	Draft P's Informal Discovery Conference Statement	1 hour
4/10/23	Review Defendant's Informal Discovery Conference Statement	0.20 hour
4/10/23	Review Defendant's redlines to Belaire West Notice	0.20 hour
4/10/23	Call with Plaintiff re: depo date and scheduling depo prep	0.20 hour
4/13/23	Email with ILYM re: bid for Belaire West procedure	0.10 hour
4/13/23	Review Defendant's objection to Plaintiff's depo notice	0.20 hour
4/14/23	Email w/OC re: ILYM bid	0.10 hour
4/19/23	Email w/OC re: class contact data to ILYM	0.10 hour
4/19/23	Email w/OC re: supp responses/extension on Plaintiff's MTC deadline	0.10 hour
4/20/23	Email court reporter late cancellation bill to OC	0.10 hour
4/21/23	F/u email with OC re: outstanding discovery issues	0.10 hour
4/25/23	Review NOD of Plaintiff; email to assistant to calendar	0.10 hour
4/28/23	F/u email with OC re: outstanding discovery issues	0.10 hour
5/2/23	Draft Plaintiff's responses to Defendant's discovery/email OC re: extension request	2 hours
5/4/23	F/u email with OC re: outstanding discovery issues	0.10 hour
5/4/23	Draft Plaintiff's objection to depo notice	0.20 hour
5/5/23	Call with clerk re: Informal Discovery Conference on outstanding discovery issues	0.10 hour
5/5/23	Call w/OC re: settlement agreement/stay on discovery	0.20 hour
6/15/23	Email third party administrators to obtain bids on settlement administration	0.20 hour
6/16/23	Draft Notice of Settlement	0.20 hour
		Total Time Spent
		59.20 hours

ALEXANDRA ROSE

<u>Date</u>	<u>Description</u>	<u>Time Spent</u>
7/5/23	Worked on Motion for Approval papers	0.70 hour
7/6/23	Worked on Motion for Approval papers	6 hours
7/7/23	Worked on Motion for Approval papers	1.50 hours
7/10/23	Worked on Motion for Approval papers	5 hours
7/11/23	Worked on Motion for Approval papers	0.70 hour
7/20/23	Worked on Motion for Approval papers	0.50 hour
7/21/23	Worked on Motion for Approval papers	3.50 hours
8/7/23	Worked on Motion for Approval papers	0.50 hour
8/10/23	Assisted with finalizing the Motion for Approval papers for filing	0.50 hour
8/31/23	Obtained Tentative Ruling re Motion for Approval; reviewed same; call w/ MS re same; email to OC re same; conferred internally re points in Tentative Ruling	1 hour
9/1/23	Called Court to submit on the Tentative Ruling	0.10 hour
9/11/23	Emails w/ OC re setting up call to discuss Minute Order re Motion for Approval	0.10 hour
9/12/23	Call w/ OC re Minute Order re Motion for Approval	0.20 hour

10/3/23	Email to OC re Defendant's declaration in support of Motion for Approval	0.10 hour
10/11/23	Worked on declaration in support of Motion for Approval	1.20 hours
10/17/23	Worked on declaration in support of Motion for Approval; email to OC re Defendant's declaration in support of Motion for Approval	0.30 hour
10/18/23	Worked on declaration in support of Motion for Approval	1.30 hours
10/19/23	Emails w/ OC re Defendant's declaration in support of Motion for Approval	0.10 hour
10/20/23	Worked on declaration in support of Motion for Approval; call w/ OC re same and Defendant's declaration in support of Motion for Approval	3 hours
10/23/23	Finalized declaration in support of Motion for Approval	1.50 hours
10/24/23	Email to OC re declaration in support of Motion for Approval and request for status update on Defendant's declaration in support of Motion for Approval; Prepared exhibits and submitted declaration in support of Motion for Approval for filing	0.50 hour
		Total Time Spent
		28.30

EXHIBIT D

Date	Type of Expense	Description of Expense	Amount
3/17/2021	Mailing	Records Request	\$6.96
5/11/2021	Filing	LWDA: PAGA Filing	\$75.00
5/11/2021	Mailing	PAGA Notice to Meathead Movers	\$6.96
7/21/2021	Filing	First Legal: PAGA Complaint & Supporting Docs	\$1,761.25
8/13/2021	Filing	First Legal: Notice of CMC	\$34.25
8/24/2021	Filing	First Legal: POS of Summons	\$11.00
10/12/2021	Mediation	Mediation Payment - Mark Rudy	\$10,000.00
10/26/2021	Filing	First Legal: CMC Statement & POS	\$34.25
10/26/2021	Filing	First Legal: Notice of CMC	\$34.25
3/30/2022	Other	Payment to Berger Consulting Group, LLC	\$1,350.00
3/30/2022	Mailing	Mailing of Payment to Berger Consulting Group, LLC	\$4.28
4/1/2022	Filing	First Legal: Joint CMC Report	\$35.75
4/8/2022	Other	Court Call	\$94.00
7/25/2022	Filing	First Legal: Joint Status Conference Report	\$35.75
8/2/2022	Filing	First Legal: Notice of Rulings at Status Conference	\$35.75
11/22/2022	Filing	First Legal: Joint Status Conference Report	\$35.75
1/9/2023	Filing	First Legal: Proposed Stipulated Protective Order	\$58.80
1/12/2023	Filing	First Legal: Amended Proposed Stipulated Protective Order	\$58.80
1/16/2023	Other	Motion to Compel Depo Samples	\$23.60
3/13/2023	Deposition	First Legal: Depo of PMK (Volume I)	\$2,722.80
3/15/2023	Deposition	First Legal: Depo of PMK (Volume II)	\$3,031.60
3/28/2023	Filing	First Legal: Notice of Rulings at Status Conference	\$38.00
4/10/2023	Filing	First Legal: Filing of IDC Statement	\$81.75
4/14/2023	Filing	First Legal: Notice of Ruling	\$38.00
6/20/2023	Filing	First Legal: Notice of Settlement	\$38.00
Total:			\$19,646.55

EXHIBIT E



Search

- Home
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Pay Fines, Search Records...
- Forms, Filings & Files
Forms, Filing Fees...
- Self-Help
For persons without attorneys
- Divisions
Civil, Criminal, Family...
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Case Number: 21STCV31261
Case Name: STEPHAN MEDRANO VS CALBEES ENTERPRISES INC.
Case Type: CIVIL

Case Document Images - 21STCV31261	Pages	Amount
7/11/2022 - Declaration - DECLARATION OF KIM NGUYEN ESQ IN SUPPORT OF MOTION TO COMPEL THE DEPOSITION OF DEFENDANT CALBEES ENTERPRISES INC.'S PERSON MOST KNOWLEDGEABLE RELATING TO ARBITRATION	1-29 (29 pages total)	\$14.60
Total:		\$14.60

Transaction Remark: 21STCV31261
Transaction Date: 01/16/2023 10:37:56
Credit Card Number: ...7734
Credit Card Type: Visa

Bill to: Genish, Jonathan
1455 South Castello Avenue
Los Angeles, CA 90035

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Case Number: 19STCV37302
Case Name: RICARDO MARISCAL VS UNIVERSAL WASTE SYSTEMS, INC.
Case Type: CIVIL

Case Document Images - 19STCV37302	Pages	Amount
4/21/2020 - Motion to Compel - MOTION TO COMPEL THE DEPOSITION OF DEFENDANT'S DESIGNATED PERSON MOST QUALIFIED	1-15 (15 pages total)	\$9.00
Total:		\$9.00

Transaction Remark: 19STCV37302
Transaction Date: 01/16/2023 10:36:16
Credit Card Number: ...7734
Credit Card Type: Visa

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