

JAMES HAWKINS APLC

James R. Hawkins (192925)

Christina Lucio (253677)

9880 Research Drive, Suite 200

Irvine, CA 92618

Tel.: (949) 387-7200

Fax: (949) 387-6676

Email: James@jameshawkinsaplc.com

Email: christina@jameshawkinsaplc.com

[additional counsel on next page]

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

GIANA BENSON, and on behalf of all
others similarly situated, MONICA
FOWLER, an individual, on behalf of
herself and all others similarly situated,

Plaintiffs,

v.

F21 OPCO, LLC dba FOREVER 21, a
Delaware Corporation; and DOES 1-10,
inclusive,

Defendants.

GIANA BENSON, and on behalf of the
general public as private attorneys general,

Plaintiffs,

v.

F21 OPCO, LLC dba FOREVER 21, a
Delaware Corporation; and DOES 1-10,
inclusive,

Defendants.

Lead Case No.:

37-2021-00024619-CU-OE-CTL

Consolidated with:

Benson v. F21 OPCO, LLC, San Diego
County,
37-2021-00037256-CU-OE-CTL

Assigned for All Purposes To:

Judge: Eddie C. Sturgeon
Dept.: C-67

**DECLARATION OF JONATHAN
MELMED IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 6, 2023

Time: 9:00 a.m.

1 **MELMED LAW GROUP P.C.**

Jonathan Melmed (SBN 290218)

2 *jm@melmed law.com*

3 Laura Supanich (SBN 314805)

lms@melmedlaw.com

4 1801 Century Park East, Suite 850

Los Angeles, California 90067

5 Phone: (310) 824-3828

6 Fax: (310) 862-6851

7 **ACKERMANN & TILAJEF, P.C.**

Craig J. Ackermann, Esq. (SBN 229832)

8 *cja@ackermanntilajef.com*

315 South Beverly Drive, Suite 504

9 Beverly Hills, California 90212

Telephone: (310) 277-0614

10 Facsimile: (310) 277-0635

11
12 Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF JONATHAN MELMED

I, Jonathan Melmed declare as follows:

1. I am an attorney licensed to practice law before this Court and the federal and state courts of California. I am over 18 years of age. I have personal knowledge of the facts set forth in this declaration and if called upon to testify, could and would testify competently thereto.

2. I am a founding shareholder in the law firm of Melmed Law Group P.C. who, together with James R. Hawkins and Christina Lucio of James Hawkins APLC and Craig Ackermann of Ackermann & Tilajef, P.C. (together, "Class Counsel" or "Plaintiffs' Counsel"), serve as attorneys of record for Plaintiffs Giana Benson and Monica Fowler ("Plaintiffs" or "Class Representatives") and the proposed settlement class (the "Class" or "Class Members") in the above-captioned matter.

3. I have no knowledge of the existence of any conflicting interests between my firm and any of its attorneys on the one hand, and Plaintiffs or any other Class Member, on the other. I join in the general description the claims, defenses, risks, damages and assessment that the Settlement here in fair and reasonable set forth in my declarations in support of preliminary approval and the declarations of my co-counsel filed in support of preliminary and final approval in this case.

4. The Court has preliminarily approved the class action settlement (the "Settlement") between Plaintiffs and Defendant, the notice process set forth in the Court's order preliminarily approving the Settlement (the "PA Order") has been completed, and Plaintiffs and the conditionally certified Settlement Class now seek an order granting final approval of the Settlement.

5. As detailed in the sworn declaration from the case manager for this case from the Settlement Administrator, CPT Group, Inc., the Settlement Administrator has provided Notice in full compliance with the Court's preliminary approval order, and the results have been excellent. To date, the Class Notice was mailed to 100% of the 9,652 Class Members, and all but 228 Class Members received actual notice of the Settlement (a 97.6% success rate); not a single Class Member objected to the Settlement; and only two Class Members requested exclusion from the Settlement (a 99.97% participation rate). Therefore, the 9,650 Participating Class Members (those who did not affirmatively opt out) will receive 100% of the Net Settlement Amount, which is

1 estimated to be approximately \$2,725,500.01, plus or minus (depending on the final tally of the
2 actual costs incurred and judicial approval of other settlement terms). Based on the foregoing
3 results of the class notice process, the Class overwhelmingly supports the Settlement, which is fair,
4 adequate, and reasonable and treats all Class Members fairly.

5 6. I am making this declaration in support of Plaintiffs' Motion for Final Approval of
6 Class Action Settlement ("Motion for Final Approval"). All terms used herein have the meaning
7 given in the Motion for Final Approval, unless otherwise defined. The Settlement Agreement, in
8 its entirety, is incorporated herein by reference.

9 7. The Settlement Agreement is now before the Court for final approval.

10 **I. CLASS COUNSEL ARE EXPERIENCED IN WAGE-AND-HOUR LITIGATION**

11 8. Throughout my career, I have gained significant experience regarding the
12 obligations and burdens of representing a class. This knowledge has allowed me and my firm,
13 Melmed Law Group P.C., to successfully represent plaintiffs in many class actions in the past
14 years. As noted, numerous state and federal courts in California have found that my firm is
15 competent and capable of representing as Class Counsel large classes similar to the one here at
16 issue.

17 9. In 2007, I received a B.A. from New York University, in New York, New York. In
18 2012, I received a J.D. from Loyola Law School, Los Angeles. I became a member of the Bar of
19 the State of California in June 2013.

20 10. From 2012 through 2014, I was an associate attorney at Von Behren & Hunter, LLP
21 ("VBH") in Manhattan Beach, California. At VBH, I litigated complex commercial litigation
22 matters where I represented life and health insurers in in bad faith, ERISA, breach of contract, and
23 related disputes. At VBH, I also represented and assisted in the representation of hotels, restaurants
24 and real estate development groups in state and federal commercial litigation, including class action
25 cases (see, e.g., *Daniel Flannery Vs McCormick & Schmicks Seafood Restaurants*, Los Angeles
County Superior Court, Case No. BC487942).

26 11. From February 2015 through the present, I have been a founding and managing
27 shareholder in the firm of Melmed Law Group P.C. where I represent thousands of employees in
28 wage and hour class actions, and other employment-related matters. Melmed Law Group P.C. has

1 extensive experience in the litigation of complex cases, including California-wide class actions. I
2 am also an active of member of the plaintiff's employment bar association called the California
3 Employment Lawyers Association ("CELA").

4 12. In addition to the instant case, I have served as class counsel in a variety of wage
5 and hour class actions. I, along with my co-counsel, have developed extensive litigation experience
6 in complex employment litigation matters, particularly in California class actions representing
7 employees. *See Exhibit A.*

8 13. I, along with the legal staff at Melmed Law Group P.C., have diligently investigated
9 and prosecuted this case to a successful conclusion. Our work resulted in the creation of a
10 significant and non-reversionary settlement amount for the benefit of the Class. We avoided
11 protracted litigation by conducting considerable investigation before filing suit related to the class
12 claims, and efficiently communicated and exchanged information with defense counsel such that
13 the parties could successfully settle the case after being fully informed of the merits of each sides'
14 position. As a result of our efforts, we were able to obtain the favorable Settlement Agreement for
15 the Class now before this Court for final approval. Because of the risks involved in litigating the
16 case, particularly the contested legal and factual issues, I believe this settlement is fair, reasonable,
17 and favorable to the Class.

18 **II. CLASS COUNSEL'S COSTS INCURRED**

19 14. Class Counsel's request for reimbursement is reasonable. The actual litigation costs
20 incurred in this case by Plaintiff's Counsel to date amounts to no less than \$7,630.78 expended by
21 Melmed Law Group P.C. An itemized list of costs is attached as **Exhibit B** hereto. All of these
22 costs were and are reasonably necessary for the successful prosecution of this action.

23 **III. THE ATTORNEYS' FEES ALLOCATION IS REASONABLE**

24 15. Class Counsels' application for an award of Attorneys' Fees in an amount of
25 approximately 33.33% of the Settlement Amount on behalf of the Settlement Class is reasonable
26 and fair. The requested fee falls on the lower end of the Ninth Circuit's historical benchmark for
27 attorneys' fees of 20% to 40% of a common fund and is fair compensation for undertaking
28 complex, risky, expensive, and time-consuming litigation on a contingent basis.

16. Our law firms have never been paid any money for attorneys' fees in this case and

1 have advanced significant time and costs, at great risk to the financial security of our law firms.

2 17. I have negotiated numerous contingency fee agreements with plaintiffs, both as
3 individuals and as representatives in PAGA and class action suits, on behalf of my firm. Nearly
4 all those agreements provided that counsel will receive a fee that is between 33% (one-third) and
5 40% of any gross recovery that is obtained, and, in addition, that counsel be reimbursed for the
6 costs they incurred out of the recovery amount. This practice is consistent with both industry
7 standards and court practices. (*Miller v. CEVA Logistics USA, Inc.* (E.D. Cal., Aug. 10, 2015, No.
8 2:13-CV-01321-TLN) 2015 WL 4730176, at *8 [“California district courts usually award
9 attorneys’ fees in the range of 30-40% in wage and hour class actions that result in the recovery of
10 a common fund under \$10 million.”]; *Beaver v. Tarsadia Hotels* (S.D. Cal., Sept. 28, 2017, No.
11 11-CV-01842-GPC-KSC) 2017 WL 4310707, at *9 [“California courts routinely award attorneys’
12 fees of one-third of the common fund.”].)

13 18. There are always risks attendant to billing cases on a contingency basis. It is not a
14 foregone conclusion that every case taken on a contingency fee basis will result in a recovery or
15 that the attorneys’ fees recovered will actually compensate my firm for the amount of time
16 expended in an action. Moreover, even when successful, a class action contingency law firm may
17 only receive a small percentage of the amount of attorneys’ fees incurred during the prosecution of
18 a case. Where plaintiffs’ counsel does succeed, therefore, it is appropriate to compensate the firm
19 for the risks the firm regularly undertakes. There is also always the possibility that the plaintiff
20 will not prevail and Class Counsel will not receive any compensation for its services or that the
21 defendant will declare bankruptcy or lack the assets necessary to satisfy any judgment obtained
22 against it. This has happened in cases handled by my firm.

23 19. When awarding attorneys’ fees, courts have discretion to choose among two
24 different methods for calculating a reasonable attorneys’ fees award: (1) the common fund
25 approach, or (2) the lodestar approach. (See *Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal.5th
26 480, 504 [“The choice of a fee calculation method is generally one within the discretion of the trial
27 court, the goal under either the percentage or lodestar approach being the award of a reasonable
28 fee to compensate counsel for their efforts.”]). In *Laffitte*, the California Supreme Court held that
“[t]he recognized advantages of the percentage method-including relative ease of calculation,

1 alignment of incentives between counsel and the class, a better approximation of market conditions
2 in a contingency case, and the encouragement it provides counsel to seek an early settlement and
3 avoid unnecessarily prolonging litigation-convince us the percentage method is a valuable tool that
4 should not be denied by our trial courts.” (*Id.* at p. 503, emphasis added). Similarly the Ninth
5 Circuit has found that counsel should not “receive a lesser fee for settling a case quickly.”
6 (*Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1050 fn. 5).

7 20. Courts in California have consistently recognized “that most fee awards based on
8 either a lodestar or percentage calculation are 33%.” (*McCrary v. Elations Company, LLC* (C.D.
9 Cal., Feb. 25, 2016, No. EDCV130242JGBSPX) 2016 WL 769703, at *10; *Petersen v. CJ America,*
10 *Inc.* (S.D. Cal., Sept. 30, 2016, No. 14-CV-2570 DMS JLB) 2016 WL 5719823, at *1; see also
11 *McClellan v. Chase Home Finance LLC* (C.D. Cal. Aug. 31, 2015, No. SACV 12-1331-JGB) 2015
12 U.S. Dist. LEXIS 118005, at *20 [explaining that, while the attorneys’ fee award that approximated
13 32% of all sums paid under the settlement was reasonable after citing numerous other cases, finding
14 that an award of 33% of the common fund was common in class actions]; *In re Activision Securities*
15 *Litigation* (N.D. Cal. 1989) 723 F.Supp. 1373, 1377 [“nearly all common fund awards range around
16 30%”]).

17 21. In reaching its decision in *McClellan*, the court recognized that courts in California
18 “routinely award attorneys’ fees in the range of 30-40% in class actions that result in the recovery
19 of a common fund under \$10 million.” (*McClellan v. Chase Home Finance LLC*, *supra*, 2015 U.S.
20 Dist. LEXIS 118005, at *20 [quoting *Miller v. CEVA Logistics USA, Inc.* (E.D. Cal., Aug. 10,
21 2015, No. 2:13-CV-01321-TLN) 2015 WL 4730176, at *8, and citing *In re Mego Financial Corp.*
22 *Securities Litigation* (9th Cir. 2000) 213 F.3d 454, 463]; see also *Romero v. Producers Dairy*
23 *Foods, Inc.* (E.D. Cal., Nov. 14, 2007, No. 1:05CV0484 DLB) 2007 WL 3492841, at *4 [awarding
24 33% of the settlement fund in a wage-and-hour case involving allegations of unpaid wages after
25 explaining that “fee awards in class actions average around one-third of the recovery.”]; *Stuart v.*
26 *Radioshack Corp.* (N.D. Cal., Aug. 9, 2010, No. C-07-4499 EMC) 2010 WL 3155645, at *6 [noting
27 that a fee award of one-third of the settlement was “well within the range of percentages which
28 courts have upheld as reasonable in other class action lawsuits.”]; *Singer v. Becton Dickinson and*
Co. (S.D. Cal., June 1, 2010, No. 08-CV-821-IEG (BLM)) 2010 WL 2196104, at *8 [approving

1 fee award of 33.33% of the common fund]; *Boyd v. Bank of America Corp.* (C.D. Cal., Nov. 18,
2 2014, No. SACV 13-0561-DOC) 2014 WL 6473804, at *12 [awarding a 33.34% fee on a
3 \$5,800,000 settlement]; *Wise v. Ulta Salon, Cosmetics & Fragrance, Inc.* (E.D. Cal., Mar. 27,
4 2020, No. 117CV00853DADEPG) 2020 WL 1492672, at *9 [awarding attorneys’ fees of one-third
5 the gross settlement amount]; *Singh v. Roadrunner Intermodal Services, LLC* (E.D. Cal., Jan. 24,
6 2019, No. 115CV01497DADBAM) 2019 WL 316814, at *11 [same]; *Shahbazian v. Fast Auto*
7 *Loans, Inc.* (C.D. Cal., June 20, 2019, No. 218CV03076ODWKSX) 2019 WL 8955420, at *2
8 [preliminarily approving the same].)

9 22. Of note, only a portion of the requested award will be paid to my firm, as this
10 attorneys’ fee award is to be split between three firms—Melmed Law Group P.C., James Hawkins
11 APLC, and Ackermann & Tilajef, P.C. —as compensation for our joint efforts in litigating this
12 case. Our firms have a fee-splitting arrangement in this case, which has been fully disclosed to
13 Plaintiff, who has signed written acknowledgments of the fee split in accordance with California
14 Rules of Professional Responsibility, Rule 1.5.1.

15 23. Under the lodestar approach, a base amount is calculated by “multiplying the
16 reasonable hours expended by a reasonable hourly rate.” (*In re Washington Public Power Supply*
17 *System Securities Litigation* (9th Cir. 1994) 19 F.3d 1291, 1295, fn. 2; *Wershba v. Apple Computer,*
18 *Inc.* (2001) 91 Cal.App.4th 224, 254; *Serrano v. Priest* (1977) 20 Cal.3d 25, 48.) The reasonable
19 hourly rate is that prevailing in the community for similar work. (*Margolin v. Regional Planning*
20 *Com.* (1982) 134 Cal.App.3d 999, 1004–1005.)

21 24. Typically, the lodestar is merely the starting point of the calculation of a reasonable
22 fee, and courts often multiply the lodestar by a factor to account for the risk of non-payment, delay
23 in payment, the quality of work, and the novelty and difficulty of the issues involved. (See, e.g.,
24 *Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132; *Serrano v. Priest* (1977) 20 Cal.3d 25, 49; *Radar*
25 *v. Thrasher* (1962) 57 Cal.2d 244, 253; *Beasley v. Wells Fargo Bank* (1991) 235 Cal.App.3d 1407,
26 1419; *Coalition for L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251).
27 Multipliers can range from two to four, or even higher. (*Wershba v. Apple Computer, Inc.* (2001)
28 91 Cal.App.4th 224, 255).

25. In the Ninth Circuit, for example, courts “must apply a risk multiplier to the lodestar

1 ‘when (1) attorneys take a case with the expectation they will receive a risk enhancement if they
2 prevail, (2) their hourly rate does not reflect that risk, and (3) there is evidence that the case was
3 risky. Failure to apply a risk multiplier in cases that meet these criteria is an abuse of discretion.”
4 (*Stetson v. Grissom* (9th Cir. 2016) 821 F.3d 1157, 1166, quoting *Stanger v. China Electric Motor,*
5 *Inc.* (9th Cir. 2016) 812 F.3d 734, 741).

6 26. Although a percentage of the common fund is both common and universally
7 accepted in wage and hour representative action litigation, I also performed a lodestar analysis for
8 my firm in support of the attorneys’ fees request. My hourly rate is \$733.00, which is typical for
9 an attorney in my position. This reflects both my experience with class and PAGA litigation,
10 including participating in the litigation of numerous class action cases, only some of which are
11 referenced herein. It also reflects the fact that I am a founding partner of Melmed Law Group P.C.
12 and not an associate. I have spent a considerable amount of time investigating, researching, and
13 litigating this matter. The following table summarizes my offices’ timekeeper’s fees incurred to
14 date:

Melmed Law Group P.C. Lodestar Summary				
Timekeeper	Experience	Rate Per Hour	Hours	Total
Jonathan Melmed	10 years	\$733	35	\$25,655.00
Laura Supanich	5 years	\$508	74.1	\$37,642.80
Maria Burciaga	2 years	\$413	4.6	\$1,899.80
Lorie Gutierrez (paralegal)	7 years	\$225	9.3	\$2,092.50
Total				\$67,290.10

23 27. Importantly, the time delineated in the table above does not include time spent by
24 my co-counsel on this case, with whom the workload was shared and, thus, the corresponding
25 attorneys’ fees will also be shared.

26 28. Plaintiff’s counsel has spent a considerable amount of time extensively
27 investigating, researching, and litigating this matter, including but not limited to the following:
28

1 A. Reviewing Plaintiff's documents, speaking to Plaintiff, preparing the Notices
2 to the LWDA, drafting and preparing the complaint, legal research into the viability of
3 Plaintiff's claims;

4 B. Conducting formal discovery and moving to compel Defendant's discovery
5 responses;

6 C. Reviewing data and documents produced in informal discovery by
7 Defendant;

8 D. Preparing for and attending mediation;

9 E. Negotiating and corresponding with Defendant's counsel in reaching the
10 settlement at issue before the Court; and

11 F. Preparing for approval.

12 29. Moreover, I anticipate spending 2-5 hours of additional work between now and the
13 conclusion of this matter, which cannot yet be accounted for in this declaration. Those hours
14 include time spent: editing and filing these final approval papers; traveling to, preparing for, and
15 appearing at the final approval hearing; corresponding with the settlement administrator and
16 opposing counsel throughout the settlement administration process; corresponding with Plaintiffs;
17 notifying the LWDA of the final approval order and judgment; responding to Class Member
18 inquiries; and other typical and reasonably necessary tasks that arise post-final approval.

19 30. The requested attorneys' fees are justified here due to the contingent nature of the
20 representation, the risks involved, the complexity of the issues, the high quality of legal work
21 performed, and the excellent results obtained. After initially calculating the combined lodestar, the
22 court may adjust the lodestar based on several factors in order to "fix a fee at the fair market value
23 for the particular action." (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132; *Graham v. Daimler*
24 *Chrysler Corp.* (2004) 34 Cal.4th 553, 574.) These additional factors include the contingent risk
25 of litigation, the novelty and complexity of the issues, and exceptional results obtained. (See
26 *Ketchum v. Moses, supra*, 24 Cal.4th 1122.)

27 31. Generally, rates of similarly trained and experienced attorneys and staff for complex
28 civil litigation, such as employment law and civil rights cases, vary per hour in the Southern

1 California area. Based on the experience and training of myself and my staff, I believe that the
2 current hourly rates charged by me, my associates, and my staff are reasonable and appropriate. I
3 am generally familiar with hourly rates charged by attorneys in the Southern California area whose
4 training and experience are similar to those at my firm, and I believe our rates are competitive in
5 that market for plaintiff attorneys in the field of employment law.

6 32. Moreover, the case involved significant risks of non-payment of attorneys' fees and
7 non-recovery of costs if the settlement was not granted approval, or of Plaintiff did not prevail.
8 California courts consider the risks counsel takes in litigating a case where they may not prevail
9 on the merits in granting attorneys' fees awards. (See *Graham v. Daimler Chrysler Corp.*, *supra*,
10 34 Cal.4th 553, 583.) Thus, not only are Plaintiffs' Counsel's rates reasonable and typical, but the
11 attorneys' fees requested are also fair and reasonable.

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

14 Executed on September 13, 2023 in Los Angeles, California.

15 By: Jonathan Melmed
16 Jonathan Melmed, Esq.
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

- *Blan v. Button Transportation, Inc.* (Super. Ct. Solano County, No. FCS045949) [final approval granted on December 8, 2016; Hon. Michael Mattice];
- *Cleary v. Penske Truck Leasing Co., L.P.* (Super. Ct. San Bernardino County, No. CIVDS1600144) [final approval granted on February 8, 2017; Hon. Janet M. Frangie];
- *Plimpton v. Gordon Trucking, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1511918) [final approval granted on February 16, 2017; Hon. Donald Alvarez];
- *Broner v. Michael Dusi Trucking, Inc.* (Super. Ct. San Luis Obispo County, No. 16CVP-0044) [final approval granted on March 15, 2017; Hon. Donald G. Umhofer];
- *Riley v. Pacific Tank Lines, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1603263) [final approval granted on March 28, 2017; Hon. John M. Pacheco];
- *Davis v. Western Merchandise Express, Inc.* (Super. Ct. Kern County, No. BCV-16-101216) [final approval granted on April 26, 2017; Hon. Sidney P. Chapin];
- *Long v. Covenant Transport, Inc.* (E.D.Tenn., No. 1:15-cv-278) [final approval granted on April 28, 2017; Hon. Travis R. McDonough];
- *Pena v. Inner Valley Transport, Inc.* (Super. Ct. Kern County, No. BCV-100625-LHB) [final approval granted on May 5, 2017; Hon. Thomas S. Clark];
- *Upton v. Coremark International, Inc.* (Super. Ct. San Francisco County, No. CGC 15-549348) [final approval granted on May 10, 2017; Hon. Curtis E.A. Karnow];
- *Ramirez v. Castlewood West, LLC* (Super. Ct. Monterey County, No. 16CV01137) [final approval granted on May 18, 2017; Hon. Lydia Villarreal];
- *William Haynes v. Reliable Trucking, Inc.* (Super. Ct. Contra Costa County, No. C16-01237) [final approval granted on May 26, 2017; Hon. Barry P. Goode];
- *Davis v. Transforce, Inc.* (Super. Ct. Kern County, No. BCV-16-101393) [final approval granted on June 5, 2017; Hon. Thomas S. Clark];
- *Harris v. Jerry DeBriac Logging Co., Inc.* (Super. Ct. Cowlitz County, No. 16-2-00402-5) [final approval granted on June 7, 2017; Hon. Stephen M. Warning];
- *Powers v. Estenson Logistics, LLC* (Super. Ct. San Bernardino County, No. CIVDS1602295) [final approval granted on July 12, 2017; Hon. David Cohn];

- *Hugues v. The Morning Star Trucking Company, LLC* (Super. Ct. Yolo County, No. CV16-1215) [final approval granted on August 3, 2017; Hon. W. Arvid Johnson];
- *Waddell v. Dalton Trucking, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1603262) [final approval granted on August 7, 2017; Hon. John M. Pacheco];
- *Campos v. Black Eagle Trucking, Inc.* (Super. Ct. San Diego County, No. 37-2016-00023781-CU-OE-CTL) [final approval granted on August 25, 2017; Hon. Timothy Taylor];
- *Asplund v. White Timber Industries, Inc.* (Super. Ct. Cowlitz County, Wash., No. 16-2-00870-5) [final approval granted on September 13, 2017; Hon. Michael Evans];
- *Elson v. Covey Auto Express, Inc.* (Super. Ct. San Joaquin County, No. STK-CV-UOE-2016-0009114) [final approval granted on September 18, 2017; Hon. Linda L. Lofthus];
- *Torres v. Salinas Farm Labor Contractor, Inc.* (Super. Ct. Stanislaus County, No. 2018173) [final approval granted on December 19, 2017; Hon. Roger M. Beauchesne];
- *Young v. First Class Service Trucking, Inc.* (Super. Ct. San Joaquin County, No. STK-CV-UOE-2016-10381) [final approval granted January 2, 2018; Hon. Elizabeth Humphreys];
- *Isabella v. Equinox Holdings, Inc.* (Super. Ct. L.A. County, No. BC578960) [final approval granted on January 4, 2018; Hon. Ann I. Jones];
- *Grumm v. T.J.S. Leasing & Holding, Co., Inc.* (Super. Ct. Humboldt County, No. DR160492) [final approval granted on February 6, 2018; Hon. Kelly L. Neel];
- *Robins v. Versa Logistics, LLC* (Super. Ct. L.A. County, No. BC644321) [final approval granted on March 26, 2018; Hon. Carolyn B. Kuhl];
- *Chavez v. Shamrock Foods Company* (C.D.Cal., No. 5:17-cv-00731-SVW-AFM) [final approval granted on April 11, 2018; Hon. Stephen V. Wilson];
- *Diaz v. Absolute West, LLC* (Super. Ct. L.A. County, No. BC647126) [final approval granted on April 19, 2018; Hon. Maren E. Nelson];
- *Herman v. Andrus Transportation Services, Inc.* (C.D.Cal., No. 5:16-CV-02365-AG-DTB) [final approval granted on May 14, 2018; Hon. Andrew J. Guilford];

- *Hernandez v. J.V.C. Truck Lines, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1714857) [final approval granted on May 22, 2018; Hon. Brian S. McCarville];
- *Happell v. Hercules Forwarding, Inc.* (Super. Ct. L.A. County, No. BC639636) [final approval granted on June 14, 2018; Hon. Carolyn B. Kuhl];
- *Medina v. Timmerman Starlite Trucking, Inc.* (Super. Ct. Stanislaus County, No. 2023292) [final approval granted on June 15, 2018; Hon. Roger M. Beauchesne];
- *Brown v. Saks & Company, LLC* (C.D.Cal., No. 2:17-cv-04210-SJO) [final approval granted on July 16, 2018; Hon. S. James Otero];
- *Flores v. Aqua Terra Culinary, Inc.* (Super. Ct. Monterey County, No. 17CV002672) [final approval granted on July 18, 2018; Hon. Lydia Villarreal];
- *Myers v. LBC Limited Partnership* (Super. Ct. San Bernardino County, No. CIVDS1715068) [final approval granted on July 25, 2018; Hon. Janet M. Frangie];
- *Westphal v. New York Life Insurance Company* (Super. Ct. Placer County, No. SCV0040562) [final approval granted on August 30, 2018; Hon. Michael W. Jones];
- *Hollis v. Union Pacific Railroad Company* (C.D.Cal., No. 5:17-cv-02449-JGB) [final approval granted on September 17, 2018; Hon. Jesus G. Bernal];
- *Cheifer v. WHGM, Inc.* (Super. Ct. L.A. County, No. LC104900) [final approval granted on September 21, 2018; Hon. Rupert A. Byrdsong];
- *Hernandez-Chulo v. E&R Trucking, Inc.* (Super. Ct. Merced County, No. 18CV-00882) [final approval granted on October 29, 2018; Hon. Brian McCabe];
- *Freeman v. Redwood Wise Riders, Inc.* (Super. Ct. Solano County, No. FCS050140) [approval granted on December 4, 2018; Hon. Wendy G. Getty];
- *Ricci v. HSS, Inc.* (Super. Ct. Yuba County, No. CVCV17-00967) [final approval granted on December 4, 2018; Hon. Stephen W. Berrier];
- *Antonov v. GL HHR, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1724725) [final approval granted on December 11, 2018; Hon. David Cohn];
- *Pena v. Keystone Freight Corp.* (Super. Ct. Tulare County, No. VCU269897) [final approval granted on January 14, 2019; Hon. Melinda M. Reed];

- 1 • *Westbrook v. Winco Holdings, Inc.* (Super. Ct. Riverside County, No. RIC171068)
2 [final approval granted on January 17, 2019; Hon. Raquel A. Marquez];
- 3 • *Jackie Thompson v. Cheema Freightlines, LLC* (Super. Ct. San Joaquin County, No.
4 STK-CV-UOE-2017-01011658) [final approval granted on February 6, 2019; Hon.
5 Roger Ross];
- 6 • *Pazo v. Incredible Adventures* (Super. Ct. San Francisco County, No. CGC-16-555971)
7 [final approval granted on February 25, 2019; Hon. Anne-Christine Massullo];
- 8 • *Reboucas v. Trans International Trucking, Inc.* (Super. Ct. L.A. County, No.
9 BC644182) [final approval granted on May 9, 2019; Hon. Maren E. Nelson];
- 10 • *Myers v. Jerome's Furniture Warehouse* (Super. Ct. San Bernardino County, No.
11 CIVDS1710569) [final approval granted on June 11, 2019; Hon. Janet M. Frangie];
- 12 • *Juarez v. Magic Laundry Services, Inc.* (Super. Ct. L.A. County, No. BC713767)
13 [approval granted on June 14, 2019; Hon. William F. Highberger];
- 14 • *Rangel v. Guard-Systems, Inc.* (Super. Ct. L.A. County, No. 19STCV19613) [approval
15 granted on June 18, 2019; Hon. Yolanda Orozco];
- 16 • *Castaing v. East Bay Automotive Company* (Super. Ct. Alameda County, No.
17 RG17879115) [final approval granted on June 24, 2019; Hon. Brad Seligman];
- 18 • *Juarez v. Mike Lowrie Trucking, Inc.* (Super. Ct. Kern County, No. BCV-18-
19 100177TSC) [final approval granted on August 8, 2019; Hon. Thomas S. Clark];
- 20 • *Pia v. 5G's Automotive, Inc.* (Super. Ct. Tulare County, No. VCU274628) [final
21 approval granted on September 6, 2019; Hon. Brett D. Hillman];
- 22 • *Thomas v. Commercial Protective Services, Inc.* (Super. Ct. San Bernardino County,
23 No. CIVDS1821925) [final approval granted on September 16, 2019; Hon. David
24 Cohn];
- 25 • *Berbano v. Ingram Micro, Inc.* (Super. Ct. San Bernardino County, No.
26 CIVDS1826085) [final approval granted on September 17, 2019; Hon. David Cohn];
- 27 • *Guerra v. U.S. Polymers, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1829174)
28 [approval granted on September 20, 2019; Hon. David Cohn];

- *Lopez-Urrutia v. Southwest V-Ditch Inc.* (Super. Ct. San Bernardino County, No. CIVDS1833332) [final approval granted on October 16, 2019; Hon. David Cohn];
- *Guy v. California Lutheran University* (Super. Ct. Ventura County, No. 56-219-00524415-CU-OE-VTA) [final approval granted on November 6, 2019; Hon. Mark C. Borrell];
- *Moseby v. Renzenberger, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1725125) [final approval granted on November 7, 2019; Hon. Janet M. Frangie];
- *Woodard v. AH 2005 Management, L.P.* (Super. Ct. Monterey County, No. 18CV001986) [approval granted on November 21, 2019; Hon. Lydia M. Villarreal];
- *Ramirez v. William J. Wickwire M.D.* (Super. Ct. San Bernardino County, No. CIVDS1913102) [final approval granted on November 25, 2019; Hon. David Cohn];
- *Lyons v. SAIA Motor Freight Line, LLC* (Super. Ct. San Bernardino County, No. CIVDS1828225) [final approval granted on December 9, 2019; Hon. David Cohn];
- *Baker v. Vallejo CJD, LLC* (Super. Ct. Tulare County, No. VCU273830) [final approval granted on December 16, 2019; Hon. David C. Mathias];
- *Tsao v. Giorgio Armani Corporation* (Super. Ct. Orange County, No. 30-218-01000817-CU-OE-CXC) [final approval granted on December 20, 2019; Hon. Peter J. Wilson];
- *Burnham v. DGDGI* (Super. Ct. Santa Clara County, No. 2018-1-CV-331434) [final approval granted on January 17, 2020; Hon. Thomas E. Kuhnle];
- *Martinez v. E&A Protective Services-Bravo, LLC* (E.D.Cal., No. 1:18-cv-00658-BAM) [final approval granted on January 17, 2020; Hon. Barbara A. McAuliffe];
- *Cardoso v. Rogers & Rogers, Inc.* (Super. Ct. Imperial County, No. ECU000637) [final approval granted on January 27, 2020; Hon. Brooks Anderholt];
- *Mora v. The Complete Logistics Company* (Super. Ct. San Bernardino County, No. CIVDS1833922) [final approval granted on February 10, 2020; Hon. David Cohn];
- *Lopez v. Ruiz Food Products, Inc.* (Super. Ct. Tulare County, No. VCU 275105) [final approval granted on March 10, 2020; Hon. Bret D. Hillman];

- *Jaurigue v. Knights of Columbus* (Super. Ct. San Bernardino County, No. CIVDS1824508) [final approval granted on July 10, 2020; Hon. David Cohn];
- *Lopez v. Unitek College NCP, LLC* (Super. Ct. Kern County, No. BCV-19-102146) [final approval granted on July 15, 2020; Hon. Stephen D. Schuett];
- *Ashe v. Farmers Insurance Group* (Super. Ct. L.A. County, No. 18STCV00453) [final approval granted on July 20, 2020; Hon. Steven J. Kleinfeld];
- *Martin v. Break the Floor Productions LLC* (Super. Ct. San Diego County, No. 37-2019-00029711-CU-OE-CTL) [final approval granted on October 23, 2020; Hon. Kenneth J. Medel];
- *Robles v. Winsford II Corporation* (Super. Ct. San Bernardino County, No. CIVDS1902903) [final approval granted on November 3, 2020; Hon. David Cohn];
- *Lopez v. RTS Holdings, LLC* (Super. Ct. San Bernardino County, No. CIVDS1934904) [final approval granted on November 24, 2020; Hon. David Cohn];
- *Romero v. Carl Zeiss Meditec Production* (Super. Ct. San Bernardino County, No. CIVDS1907556) [final approval on December 3, 2020; Hon. David Cohn];
- *Soto v. Britz Farming Corp* (Super. Ct. Merced County, No. 19CV04182) [final approval granted on December 8, 2020; Hon. Brian L. McCabe];
- *Martinez v. Global Sales & Warehousing, LLC* (Super. Ct. Ventura County, No. 56-2019-00534178-CU-OE-VTA) [final approval granted on December 18, 2020; Hon. Matthew P. Guasco];
- *Gaxiola v. Lloyds Manufacturing Services, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1939269) [final approval granted on February 2, 2021; Hon. David Cohn];
- *Ancona v. Populus Financial Group, Inc.* (Super. Ct. L.A. County, No. 19STCV41065) [approval granted on February 18, 2021; Hon. Maurice A. Leiter];
- *Elayda v. Physassist Scribes, Inc.* (Super. Ct. San Bernardino County, No. CIVDS2002023) [final approval granted on March 1, 2021; Hon. David Cohn];
- *Lee v. Home Delivery Logistics, Inc.* (Super. Ct. Alameda County, No. RG18927149) [final approval granted on March 2, 2021; Hon. Winifred Y. Smith];

- 1 • *Pagh v. Wyndham Vacation Ownership, Inc.* (C.D.Cal., No. 8:19-cv-00812-JWH-
2 ADSx) [final approval granted on March 23, 2021; Hon. John W. Holcomb];
- 3 • *Robinson v. Paragon Systems, Inc.* (Super. Ct. Sacramento County, No. BC720142)
4 [final approval granted on April 1, 2021; Hon. Elihu Berle];
- 5 • *Lachman v. Berlitz Languages, Inc.* (Super. Ct. L.A. County, No. 19STCV01533) [final
6 approval granted on April 1, 2021; Hon. Carolyn Kohl];
- 7 • *Murray v. Scelzi Enterprises, Inc.* (Super. Ct. Riverside County, No. RIC2002545)
8 [final approval granted on April 13, 2021; Hon. Sunshine Sykes];
- 9 • *Ruiz v. SAIA Motor Freight Line, LLC* (Super. Ct. San Bernardino County, No.
10 CIVDS2014796) [final approval granted on May 19, 2021; Hon. David Cohn];
- 11 • *Gallegos v. TST, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1933834) [final
12 approval granted on May 20, 2021; Hon. David Cohn];
- 13 • *Cornejo v. Weidner Property Management LLC* (Super. Ct. San Bernardino County,
14 No. CIVDS2016465) [final approval granted on May 25, 2021; Hon. David Cohn];
- 15 • *Garcia v. Construction Innovations Group, LLC* (Super. Ct. Sacramento County, No.
16 34-2020-00285239) [final granted on May 25, 2021; Hon. Shama H. Mesiwala];
- 17 • *Aguirre v. Swinerton Builders* (Super. Ct. San Bernardino County, No. CIVDS
18 1925363) [final approval granted on May 26, 2021; Hon. David Cohn];
- 19 • *Pease v. Wattrans, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1919832) [final
20 approval granted on June 3, 2021; Hon. Thomas Garza];
- 21 • *Moreira v. University of Redlands* (Super. Ct. San Bernardino County, No.
22 CIVDS1913813) [final approval granted on June 8, 2021; Hon. David Cohn];
- 23 • *Garcia v. Cardenas Markets, LLC* (Super. Ct. San Bernardino County, No.
24 CIVDS1917380) [final granted on July 1, 2021; Hon. David Cohn];
- 25 • *Robinzine v. Mohawk ESV, Inc.* (Super. Ct. San Bernardino County, No.
26 CIVDS1930033) [final approval granted on July 7, 2021; Hon. David Cohn];
- 27 • *Cuevas v. Action Embroidery Corp.* (Super. Ct. San Bernardino County, No.
28 CIVDS2012230) [final approval granted on July 29, 2021; Hon. David Cohn];

- *Urquizo v. Santos Montemayor FLC, Inc.* (Super. Ct. Kern County, No. BCV-20-101587) [final granted on July 30, 2021; Hon. Thomas S. Clark];
- *San Juan v. San Marcos Growers* (Super. Ct. Ventura County, No. 56-2020-00542257-CU-OE-VTA) [final approval granted on August 13, 2021; Hon. Matthew P. Guasco];
- *Cartagena v. Impact Healthcare* (Super. Ct. Tulare County, No. VCU283955) [approval granted on August 30, 2021; Hon. David C. Mathias];
- *Reveles v. Certis U.S.A. L.L.C.* (Super. Ct. Kern County, No. BCV-20-102315) [final approval granted on October 4, 2021; Hon. Bernard C. Barmann Jr.];
- *Rico v. Western Mesquite Mines, Inc.* (Super. Ct. Imperial County, No. ECU000873) [final approval granted on October 14, 2021; Hon. Jeffrey B. Jones];
- *Correa v. Newell Brands, Inc.* (Super. Ct. San Bernardino County, No. CIVDS1901381) [final approval granted on October 29, 2021; Hon. David Cohn];
- *Gonzalez v. Frank Carson Landscape & Maintenance, Inc.* (Super. Ct. Sacramento County, No. 34-2020-00289370) [final approval granted on November 4, 2021; Hon. Christopher E. Krueger];
- *Nelson v. Hardwoods Specialty Products US LP* (Super. Ct. Alameda County, No. RG19046262) [final approval granted on November 18, 2021; Hon. Evelio Grillo];
- *Lopez v. KLX Inc.* (Super. Ct. Tulare County, No. VCU275330) [final approval granted on November 30, 2021; Hon. Bret Hillman];
- *Golightly v. AMDA, Inc.* (Super. Ct. L.A. County, No. 20STCV13173) [final approval granted on December 1, 2021; Hon. Amy D. Hogue];
- *Bollinger-Felt v. Pacific Bells, LLC* (Super. Ct. Stanislaus County, No. CV-20-000680) [final approval granted on January 27, 2022; Hon. Stacy P. Speiller];
- *Mahdian v. AG Laguna Hills, LLC* (Super. Ct. Orange County, No. 30-2019-01098085-CU-OE-CJC) [approval granted on February 4, 2022; Hon. Randall J. Sherman];
- *Martinez v. East Coast/West Coast Logistics, LLC* (Super. Ct. San Bernardino County, No. CIVDS1932745) [final approval granted on March 2, 2022; Hon. David Cohn];

- *Aguilera v. Salmex Pizza, Inc.* (Super. Ct. San Bernardino County, No. CIVDS2014336) [approval granted on March 10, 2022; Hon. David Cohn];
- *Sotelo v. Cosmetix West* (Super. Ct. L.A. County, No. 19STCV28580) [final approval granted on March 23, 2022; Hon. Kenneth R. Freeman];
- *Dulay v. Center for Social Dynamics* (Super. Ct. Alameda County, No. RG20055934) [final approval granted on April 7, 2022; Hon. Frank Roesch];
- *Pena v. Canyon Plastics, Inc.* (Super. Ct. L.A. County, No. 20STCV34161) [final approval granted on April 13, 2022; Hon. Amy D. Hogue];
- *Guerrero v. Advanced Vision Science, Inc.* (Super. Ct. Santa Barbara County, No. 18CV05341) [final approval granted on May 9, 2022; Hon. Donna Geck];
- *Velasco v. Jasmine Vineyards, Inc.* (Super. Ct. Kern County, No. BCV-19-101405) [final approval granted on May 18, 2022; Hon. Bernard C. Barmann, Jr.];
- *Sampson v. Diversified Conveyors International, LLC* (Super. Ct. San Bernardino County, No. CIVDS2018610) [final approval granted on June 3, 2022; Hon. Rafael A. Arreola];
- *Martinez v. Victorian Care Homes of the Monterey Peninsula, Inc.* (Super. Ct. Monterey County, No. 20CV002456) [final approval granted on June 29, 2022; Hon. Thomas W. Wills];
- *Lujano v. General Production Service of California, Inc.* (Super. Ct. Kern County, No. BCV-20-102705) [final approval granted on July 6, 2022; Hon. Bernard C. Barmann Jr.];
- *Matus v. Flory Industries* (Super. Ct. Stanislaus County, No. CV-20-003117) [final approval granted on August 11, 2022; Hon. John D. Freeland];
- *Ramos v. Cambridge College* (Super. Ct. San Bernardino County, No. CIVSB2112109) [final approval granted on August 15, 2022; Hon. David Cohn];
- *Garcia v. The Golden 1 Credit Union* (Super. Ct. Sacramento County, No. 34-2021-00293831) [final approval granted on August 26, 2022; Hon. Lauri A. Damrell];

- *Casillas v. California Paper Products LLC* (Super. Ct. Kern County, No. BCV-20-102523) [approval granted on September 8, 2022; Hon. David Lampe];
- *Arzola v. All Star Glass Inc.* (Super. Ct. Ventura County, No. 56-2021-00553193-CU-OE-VTA) [final approval granted on September 9, 2022; Hon. Matthew P. Guasco];
- *Beltran v. Hutchinson Aerospace & Industry, Inc.* (Super. Ct. Los Angeles County, No. 20STCV02267) [approval granted on September 9, 2022; Hon. John J. Kralik];
- *Avina v. Ravco Construction, Inc.* (Super. Ct. Orange County, No. 30-2020-01146748-CU-OE-CXC) [final approval granted on September 16, 2022; Hon. Randall J. Sherman];
- *Garcia v. Pure Heart Congregate Living Facility, Inc.* (Super. Ct. Los Angeles County, No. 21STCV05070) [approval granted on September 21, 2022; Hon. Carolyn B. Kuhl];
- *Andrisani v. Dracko Merchandising Inc.* (Super. Ct. Los Angeles County, No. 20STCV42108) [final approval granted on October 5, 2022; Hon. Carolyn B. Kuhl];
- *Torres v. McKesson Medical-Surgical, Inc.* (Super. Ct. San Bernardino, No. CIVDS1917976) [final approval granted on November 2, 2022; Hon. David Cohn];
- *Gonzalez v. Lief Organics, LLC*, (Super. Ct. L.A. County, No. 20STCV19371) [final granted on December 9, 2022; Hon. David S. Cunningham III];
- *Hernandez v. Avon Protection Systems, Inc.* (Super. Ct. Orange County, No. 30-2021-01183162-CU-OE-CXC) [final approval granted on January 13, 2023; Hon. Randall J. Sherman];
- *Escalante v. Hudson Technologies Company* (Super. Ct. San Diego County, No. 37-2019-00070131-CU-OE-CTL) [final approval granted on January 20, 2023; Hon. Gregory Pollack];
- *Garcia v. Pacific Diagnostics Laboratories, LLC* (Super. Ct. Santa Barbara County, No. 19CV00992) [preliminary approval granted on January 20, 2023; final approval set to be heard on May 3, 2023; Hon. Thomas P. Anderle];
- *Lopez v. Praesidium Diagnostics LLC* (Super. Ct. Los Angeles County, No. 21STCV08378) [final approval granted on February 17, 2023; Hon. Lawrence P. Riff];

- *Aguilar v. Jimenez Nursery, Inc.* (Super. Ct. Santa Barbara, No. 21CV01836) [final approval granted on March 9, 2023; Hon. Colleen K. Sterne];
- *Duarte v. Sage Veterinary Centers, LP* (Super. Ct. Santa Clara, No. 20CV375152) [; final granted on March 14, 2023; Hon. Sunil R. Kulkarni];
- *Santacruz v. Golden Labor Services, LLC* (Super. Ct. Kern County, No. BCV-20-102729) [preliminary approval granted on July 19, 2022; final approval set to be heard on May 9, 2023; Hon. J. Eric Bradshaw];
- *Medina-Rivera v. Treebeard Landscape, Inc.* (Super. Ct. San Diego County, No. 37-2021-00050044-CU-OE-CTL) [preliminary approval granted on March 17, 2023; final approval set to be heard on June 2, 2023; Hon. Joel R. Wohlfeil];
- *Bray v. Uline, Inc.*, (Super. Ct. San Bernardino County, No. CIVSB2112058) [preliminary approval granted on March 20, 2023; final approval set to be heard on August 8, 2023; Hon. David Cohn];
- *Barrera v. Spencer Aerospace Manufacturing, LLC* (Super. Ct. Los Angeles County, No. 21STCV05109) [preliminary approval granted on March 22, 2023; final approval set to be heard on June 21, 2023; Hon. Lawrence P. Riff];
- *Guzman v. Destination Anywhere, Inc.*, (Super. Ct. San Joaquin County, No. STK-CV-UOE-2021-10462) [final approval granted on April 14, 2023; Hon. Barbara Kronlund];
- *Benson, et al. v. F21 OPCO, LLC dba Forever 21*, (Super. Ct. San Diego, No. 37-2021-00024619-CU-OE-CTL) [preliminary approval granted on April 21, 2023; final approval set to be heard on October 6, 2023; Hon. Eddie C. Sturgeon];
- *Orozco v. Ventura Hospitality Partners LLC* (Super. Ct. Ventura County, No. 56-2021-00557454-CU-OE-VTA) [preliminary approval granted on April 25, 2023; final approval set to be heard on October 5, 2023; Hon. Mathew Guasco];
- *Janssen, et al. v. Mussetter Distributing, Inc.* (Super. Ct. Pacer County, No. S-CV-0049920 [final approval granted on May 4, 2023; Hon. Michael W. Jones];
- *Brohawn v. Automobile Accessories Company* (Super. Ct. Shasta County, No. CVCV21-0198019) [final approval granted on May 8, 2023; Hon. Stephen H. Baker].

EXHIBIT B

Expense List

Print | [Close Window](#)

Date	Client Name	Project	Type	Description	Quantity	Unit Amount	Amount
9/18/2020	543 Forever 21 (2)		Postage	Mailing Fee Records Request	1.00	2.040	\$2.04
10/5/2020	543 Forever 21 (2)		PAGA Fee	PAGA Filing Fee	1.00	75.000	\$75.00
10/5/2020	543 Forever 21 (2)		Postage	Certified Mailing Fee PAGA Letter (2)	1.00	14.400	\$14.40
12/8/2020	543 Forever 21 (2)		Court Filing Fees	First Legal Invoice Filing - Summons & Complaint	1.00	1,616.000	\$1,616.00
12/11/2020	543 Forever 21 (2)		Legal Work	Berger Consulting Group Invoice Analysis	1.00	303.750	\$303.75
12/15/2020	543 Forever 21 (2)		Process of Service	First Legal Invoice Service of Process - Summons & Complaint	1.00	104.500	\$104.50
2/4/2021	543 Forever 21 (2)		Postage	Mailing Fee POS re Court Order	1.00	0.600	\$0.60
2/8/2021	543 Forever 21 (2)		Court Filing Fees	First Legal Invoice Filing - POS re Court Order	1.00	31.200	\$31.20
3/9/2021	543 Forever 21 (2)		Postage	Mailing fee P's discovery requests	1.00	3.000	\$3.00
5/15/2021	543 Forever 21 (2)		Court Filing Fees	First Legal Invoice Filing - CMC Statement	1.00	31.200	\$31.20
5/21/2021	543 Forever 21 (2)		Remote Appearance Fee	VCourt Remote Appearance Fee LS appearance for CMC on 5/24	1.00	15.000	\$15.00
7/13/2021	543 Forever 21 (2)		Court Filing Fees	LASC Reservation Receipt MTC RFPD Hearing	1.00	61.650	\$61.65
7/13/2021	543 Forever 21 (2)		Court Filing Fees	LASC Reservation Receipt MTC SRoggs Hearing	1.00	61.650	\$61.65
7/20/2021	543 Forever		Postage	Fed Ex OVernight Fee MTC RFPD	1.00	23.580	\$23.58

	21 (2)					
7/20/2021	543 Forever 21 (2)	Postage	Fed Ex Overnight Fee MTC SRoggs	1.00	23.580	\$23.58
7/23/2021	543 Forever 21 (2)	Court Filing Fees	First Legal Invoice Filing - MTC	1.00	44.150	\$44.15
8/6/2021	543 Forever 21 (2)	Remote Appearance Fee	VCourt Remote Appearance Fee LS appearance on MTC on 8/11	1.00	30.000	\$30.00
8/8/2021	543 Forever 21 (2)	Court Filing Fees	First Legal Invoice Filing - Reply ISO Motion	1.00	31.200	\$31.20
8/15/2021	543 Forever 21 (2)	Court Filing Fees	First Legal Invoice Filing - Notice of Ruling	1.00	31.200	\$31.20
9/15/2021	543 Forever 21 (2)	Court Filing Fees	First Legal Invoice Filing - Amended Orders	1.00	59.950	\$59.95
2/18/2022	543 Forever 21 (2)	Mediation	Michael Dickstein Invoice Mediation Fees (1/3 split fees)	1.00	4,333.330	\$4,333.33
3/8/2022	543 Forever 21 (2)	Court Filing Fees	First legal Invoice Filing - Compliant, Summons, Civil Case Coversheet	1.00	510.950	\$510.95
6/23/2022	543 Forever 21 (2)	Court Filing Fees	First Legal Invoice Filing - Case Management Statement (FEHA)	1.00	32.450	\$32.45
6/30/2022	543 Forever 21 (2)	Process of Service	First Legal Invoice Service of Process - S&C	1.00	79.100	\$79.10
8/31/2022	543 Forever 21 (2)	Court Filing Fees	First Legal Invoice Filing - CMC Statement (FEHA)	1.00	32.450	\$32.45
9/15/2022	543 Forever 21 (2)	Court Filing Fees	First Legal Invoice Filing - Stip to Stay Action (Class)	1.00	54.450	\$54.45
1/31/2023	543 Forever 21 (2)	Court Filing Fees	First Legal Invoice Filing - Notice of Ruling	1.00	12.200	\$12.20
2/23/2023	543 Forever 21 (2)	Court Filing Fees	First Legal Invoice Filing - Request for Dismissal	1.00	12.200	\$12.20
TOTALS				28.00		\$7,630.78