

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
arowbotham@haineslawgroup.com
Susan J. Perez (SBN 329044)
sperez@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ELIA PAREDES ACOSTA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

SMG/LONG BEACH CONVENTION AND
ENTERTAINMENT CENTER, a business
entity form unknown; ASM GLOBAL
FRESNO, LLC, a Delaware limited liability
company; and DOES 1 through 100,

Defendants.

CASE NO. 21STCV27103

*[Assigned for all purposes to the Hon. Theresa
M. Traber, Dept. 1]*

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES
AND COSTS, AND CLASS
REPRESENTATIVE SERVICE
PAYMENT**

Date: October 15, 2025
Time: 10:30 a.m.
Dept.: SSC-1

Action Filed: July 23, 2021
Trial Date: None Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for named Plaintiff
redes Acosta (“Plaintiff”) in the above-captioned matter. I am a member in good standing
bar of the State of California and am admitted to practice in this Court. I have personal
edge of the facts stated in this declaration and could testify competently to them if called
do so.

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in the area of plaintiff's employment litigation. From October 2014 to May 2015, I worked as an attorney at the Mesriani Law Group, an employment law firm in Santa Monica, California. The majority of my work focused on representing employees in wage and hour and wrongful termination actions. Although non-exhaustive, the type of work I performed included: conducting legal research; performing pre-filing research and analysis; drafting complaints and letters to the U.S. Department of Labor & Workforce Development Agency; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; analyzing payroll and timekeeping records and employee handbooks; drafting complaints and mediation briefs; conducting mediations; and drafting long-form settlement agreements.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately fifty (50) active wage and hour class actions, including a number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure.

4. The following is a non-exhaustive list of wage and hour class actions (which have granted final approval) in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;

- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;

- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$425 for work performed in 2018, 2019, and 2020);
- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$425 for work performed from 2017-2020);

- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of \$575 for work performed from 2019-2023); and
- *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of \$575 for work performed from 2019-2023).

1 • *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles
2 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
3 rate of \$575 for work performed from 2022-2023).

4 • *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara
5 County Superior Court, Honorable James F. Rigali, presiding (approving an hourly
6 rate of \$650 for work performed from 2020-2024).

7 5. I have also been named as Class Counsel for the certified class following a
8 contested class certification motion in the following case:

9 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
10 Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage
11 statement class).

12 6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved
13 employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba*
14 *Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior
15 Court, Honorable William Claster presiding, which was a case brought under the Private
16 Attorneys General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor
17 of the aggrieved employees.

18 7. In addition to the above cases, I also play a significant role in many of my firm's
19 current wage and hour class actions. The scope of my involvement includes but is not limited to:
20 corresponding with opposing counsel; attending court hearings; drafting and responding to
21 written discovery; preparing for and defending depositions; negotiating and drafting long-form
22 settlement agreements; attending mediations; and drafting motions for preliminary and final
23 approval.

24 8. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young
25 Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an
26 honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in
27 Southern California each year.

1 9. As counsel for Plaintiff, I have been closely involved in all aspects of this litigation
2 since its inception.

3 10. Defendant operates a 400,000 square foot meeting and exhibit space for special
4 events, converts, conventions, and trade shows in Long Beach, California (known as the “Long
5 Beach Convention Center”). The Long Beach Convention Center hosts numerous large-scale
6 entertainment events, conventions, and conferences, including Comic-Con and Disney on Ice.
7 Plaintiff was employed by Defendant as a non-exempt employee in California during the Class
8 Period. Like all Settlement Class members, Plaintiff was subject to Defendant’s allegedly
9 unlawful wage and hour policies and practices.

10 11. On July 23, 2021, Plaintiff filed the initial complaint, alleging Defendant failed to:
11 (i) pay all overtime wages owed; (ii) pay all minimum wages owed; and (iii) comply with
12 California’s Unfair Competition laws. On March 30, 2022, Plaintiff filed the First Amended
13 Complaint, adding a cause of action for civil penalties under the PAGA, Labor Code section 2698,
14 et seq., based on the same underlying Labor Code violations alleged in the complaint. On July
15 25, 2024, Plaintiff filed the operative Second Amended Complaint (“SAC”), including a fifth
16 cause of action for waiting time penalties, Labor Code sections 201-203.

17 12. Prior to mediation, the Parties completed a significant amount of formal discovery.
18 Specifically, the Parties exchanged formal written discovery, mailed a Belaire-West to the
19 putative class members, Defendant deposed Plaintiff, Plaintiff’s counsel deposed three separate
20 PMQ witnesses, and Plaintiff filed a Motion to Compel Responses, which was granted. To ensure
21 a productive mediation, Defendant produced an approximate 18% sampling of putative class
22 timekeeping and payroll records, policy documents, employee handbooks, and classwide data
23 points. Plaintiff, with the help of her expert, conducted an analysis of this data and created a
24 comprehensive damages model to calculate the likely exposure that Defendant faced on each
25 claim.

26 13. On June 27, 2024, the Parties participated in a mediation with the Hon. Glenda
27 Sanders (Ret.), a highly respected retired judge who presided over complex wage and hour cases.
28 During mediation, the Parties exchanged divergent views on Defendant’s liability and exposure

1 valuations, their legal positions, and the likelihood of certification of Plaintiff's claims. With the
2 help of Judge Sanders (Ret.), the Parties ultimately reached a class-wide settlement at the
3 conclusion of mediation. Over the following months, the Parties negotiated and executed the
4 Settlement. The Court preliminarily approved the Settlement on April 29, 2025.

5 14. Attached hereto as **Exhibit 1** is a true and correct copy of the Court's Order
6 Granting Preliminary Approval ("Preliminary Approval Order").

7 15. Plaintiff provided the LWDA with the Class Action and PAGA Settlement
8 Agreement and Class Notice ("Settlement Agreement") along with all moving papers associated
9 with the Motion for Preliminary Approval and the supplemental declarations submitted in support
10 of the Motion for Preliminary Approval. Attached hereto as **Exhibit 2** is a true and correct copy
11 of the LWDA Submission Confirmations.

12 16. The Net Settlement Amount ("NSA") is the amount remaining from the Gross
13 Settlement Amount ("GSA") after deducting Court-approved amounts for attorneys' fees
14 (\$71,666.67) and verified costs reimbursement (\$32,770.78), the Class Representative Service
15 Payment (\$10,000.00), settlement administration costs (\$8,990.00), and portion to the LWDA
16 and the Aggrieved Employees for their respective share of PAGA penalties (\$15,000.00). My
17 firm's cost records identify to-date out of pocket expenses as \$32,521.12. This figure includes an
18 additional \$249.66 in anticipated future costs for the filing and service of the Motion for Final
19 Approval and the Settlement Administrator's final accounting declaration. Attached hereto as
20 **Exhibit 3** is a true and correct copy of my firm's cost records.

21 17. As detailed in Plaintiff's Motion for Preliminary Approval, Defendant contends
22 that its timekeeping policies/practices comply with California law and that it has always
23 compensated Settlement Class members for all hours worked throughout the Class Period,
24 including for undergoing mandatory security screening and bag checks prior to clocking in.
25 Defendant asserts that Plaintiff and other non-exempt employees were not subject to Defendant's
26 control when undergoing these security screenings, and that even if they were, Plaintiff has
27 overstated the amount of time spent at screenings. Additionally, Defendant contends this claim is
28 not certifiable as it requires individualized inquiries into which employees failed to follow

company policy and clock in prior to the screening as well as how long each employee spent engaging in the screening each day.

18. As to Plaintiff's allegation that Defendant rounded the Settlement Class members' hours worked to their detriment, Defendant maintains that its rounding system is legally compliant because it is neutral on its face, a permissible practice based on the presumption that the arrangement averages out so that employees are fully compensated for all the time they actually work. Defendant also claims that the majority of employees were actually overpaid as a result of the rounding practice, thereby precluding liability for those individuals altogether.

19. As to Plaintiff's derivative waiting time claim, Defendant argues that it possesses strong, good faith defense, thus precluding recovery of waiting time penalties (which are only available for the "willful" failure to pay wages). Defendant also maintains that, given these good-faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's underlying claims.

20. Here, my firm's fee request of \$71,666.67, representing one-third of the GSA, is the same percentage sought in Laffitte, and is fair and reasonable based on the percentage of the recovery method. This is consistent with my firm's experience in similar wage-and-hour class action matters. In this case, my firm has a lodestar of approximately \$227,005.00, which results in a *negative* multiplier of 0.32 compared to the \$71,666.67 fee request. A summary showing the number of hours of work performed by each attorney and paralegal is set forth below. The billing rates used are reasonable in view of the evidence submitted herewith, and have all been previously approved by various courts throughout California.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	\$925	21.3	\$19,702.50
Fletcher W. Schmidt (13th Year Attorney)	\$825	48.5	\$40,012.50
Andrew J. Rowbotham (11th Year Attorney)	\$725	178.0	\$129,050.00
Susan J. Perez (6th Year Attorney)	\$550	56.8	\$31,240.00
HLG Paralegals	\$200	35.0	\$7,000.00
Total Lodestar			\$227,005.00

1 21. Attached hereto as **Exhibit 4** is a true and correct copy of the current Laffey
2 Matrix.

3 22. Since undertaking representation of Plaintiff, my firm has devoted substantial time
4 to this litigation without receiving any compensation to date. My firm's efforts include conducting
5 pre-filing investigation, analyzing Plaintiff's claims, conducting legal research and analysis,
6 engaging in substantial formal written and deposition discovery, reviewing class documents and
7 data produced by Defendant, extensively reviewing and evaluating the produced timekeeping and
8 payroll records with the assistance of a retained expert to build a comprehensive damages model,
9 preparing for and attending mediation, negotiating and drafting the Memorandum of
10 Understanding, long-form Settlement Agreement, and Class Notice documents, preparing the
11 Motions for Preliminary and Final Approval, overseeing the notice process, fielding questions
12 from Settlement Class members, and otherwise litigating the case. My firm should also be
13 compensated for the risks involved in undertaking this litigation and for expending considerable
14 effort, all while working on a pure contingency basis. Since undertaking representation of
15 Plaintiff, my firm has expended \$32,521.12 in litigation costs and devoted substantial time to this
16 litigation without receiving any compensation to date.

17 23. My firm incurred and respectfully requests reimbursement of \$32,770.78 in actual
18 litigation costs, which is substantially less than the \$40,000.00 amount preliminarily approved by
19 the Court as set out in the Settlement Agreement. The unclaimed amount of litigation costs will
20 be paid to the Settlement Class members as part of the NSA.

21 24. Attached hereto as **Exhibit 5** is a true and correct copy of the invoice received
22 from David Breshears, of Hemming Morse.

23 25. Plaintiff also requests that the Court approve \$8,990.00 in administration costs to
24 Apex as the Settlement Administrator.

25 26. Please note the Preliminary Approval Order contains a typo to the Settlement
26 Administrator's requested fees. The Settlement Administrator's fees in the Preliminary Approval
27 Order are listed as \$8,900.00, rather than the \$8,990.00 reflected in Plaintiff's Motion for
28 Preliminary Approval and the Settlement Administrator's bid at the time of preliminary approval.

1 27. Here, Plaintiff renews her request for a Class Representative Service Payment of
2 \$10,000.00. While Plaintiff acknowledges that this Court preliminarily approved a service
3 payment in the amount of \$7,500.00, Plaintiff believes her request for \$10,000.00 is reasonable
4 given Plaintiff's considerable efforts in this case, the risks Plaintiff undertook on behalf of the
5 Settlement Class members, and the general release of all claims against Defendant subject to a
6 waiver of California Civil Code § 1542. Specifically, Plaintiff has expended considerable time on
7 this matter relative to named class representatives in similar wage and hour class actions; Plaintiff
8 responded to extensive formal written discovery, sat for a full day deposition, in addition to the
9 time she spent preparing for her deposition, among numerous other tasks, including searching for
10 relevant documents for use in the lawsuit, providing factual information to her attorneys, holding
11 various phone calls with her attorneys to discuss the claims in the lawsuit and Defendant's policies
12 and practices, assisting her attorneys with preparation for mediation, making herself available
13 during mediation to assist and answer factual questions posed by the mediator, reviewing and
14 providing input regarding the settlement documents, and otherwise assisted her attorneys in
15 moving this case towards resolution.

16 28. Plaintiff notes that the Settlement Class members will not be prejudiced by a Class
17 Representative Service Payment in the amount of \$10,000.00. Although the Settlement Class members
18 were notified the Court preliminarily approved a \$7,500.00 Class Representative Service Payment, an
19 increase of \$2,500.00 would not affect the Settlement Class members estimated Individual Settlement
20 Payments since the Settlement Administrator will allocate the remainder of the litigation costs not
21 requested by Plaintiff's attorneys to the NSA, which is currently \$7,229.22. (\$40,000.00 approved at the
22 time of preliminary approval minus the \$32,770.78 requested by my firm).

23 29. Moreover, Plaintiff has invested considerable time and effort into seeing this
24 litigation through resolution, and the Settlement Class, who would not be receiving anything if it
25 were not for Plaintiff's decision to pursue these claims, will benefit from his participation.
26 Plaintiff attached her name to this lawsuit for the benefit of the Settlement Class members and to
27 the risk of herself, and agreed to a broader, general release of claims beyond what other Settlement
28 Class members are releasing through this action, including a waiver of Civil Code § 1542.

1 30. I confirm that I do not have any interest or involvement in, and am not affiliated
2 with the proposed settlement administrator, Apex Class Action Administration, or the proposed
3 *cy pres* recipient, Legal Aid Foundation of Los Angeles.

4 31. I declare under penalty of perjury under the laws of California and the United
5 States that the foregoing is true and correct. Executed on September 22, 2025, at El Segundo,
6 California.

7 

8 _____
Andrew J. Rowbotham

EXHIBIT 1

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
arowbatham@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles
04/29/2025
David W. Slybia, Executive Officer / Clerk of Court
By: I. Yin Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ELIA PAREDES ACOSTA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

SMG/LONG BEACH CONVENTION AND
ENTERTAINMENT CENTER, a business
entity form unknown; ASM GLOBAL
FRESNO, LLC, a Delaware limited liability
company; and DOES 1 through 100,

Defendants.

CASE NO. 21STCV27103

*[Assigned for all purposes to the Hon. Stuart
M. Rice]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 23, 2025
Time: 10:30 a.m.
Dept.: SSC-1

Action Filed: July 23, 2021
Trial Date: None Set

1 The Motion of Plaintiff Elia Paredes Acosta (“Plaintiff”) for Preliminary Approval of
2 Class Action Settlement came on regularly for hearing before this Court on April 23, 2025 at
3 10:30 a.m. This Court, having considered the proposed Class Action and PAGA Settlement
4 Agreement and Class Notice (the “Settlement”) attached to the Declaration of Andrew J.
5 Rowbotham filed concurrently herein; having considered Plaintiff’s Motion for Preliminary
6 Approval of Class Action Settlement, Memorandum of Points and Authorities in support thereof,
7 and supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE
8 FOLLOWING:

9 1. The Court GRANTS preliminary approval of the class action settlement as set
10 forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
11 that ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes
12 of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that
13 there is a sufficiently well-defined community of interest among the members of the Settlement
14 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
15 conditional certification of the following Settlement Class:

16 All current and former non-exempt employees of Defendant SMG
17 (“Defendant”) in California who worked at any time between
18 January 26, 2017 and June 30, 2024, at the Long Beach Convention
and Entertainment Center.

19 2. For purposes of the Settlement, the Court designates Elia Paredes Acosta as Class
20 Representative, and designates Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and
21 Susan J. Perez of Haines Law Group, APC as Class Counsel.

22 3. The Court designates Apex Class Action Administration as the third-party
23 Settlement Administrator for mailing notices.

24 4. The Court approves, as to form and content, the Court Approved Notice of Class
25 Action and PAGA Settlement and Hearing Date for Final Court Approval (the “Notice Packet”),
26 attached as part of Exhibit A to the Rowbotham Declaration filed concurrently herein.

27 5. The Court finds that the form of notice to the Settlement Class regarding the
28 pendency of the action and of the Settlement, and the methods of giving notice to members of the

Settlement Class, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all of the Settlement Class members. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

6. The Court further approves the procedures for the Settlement Class members to opt out of or object to the Settlement, as set forth in the Class Notice.

7. The procedures and requirements for filing objections in connection with the Final Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class member's objection to the Settlement in accordance with the due process rights of all members of the Settlement Class.

8. The Court directs the Settlement Administrator to mail the Notice Packet to the members of the Settlement Class in accordance with the terms of the Settlement.

9. The Class Notice shall provide at least sixty (60) calendar days' notice for Settlement Class members to opt out of, or object to, the Settlement.

10. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department SSC-1 of this Court, located at 312 North Spring Street, Los Angeles, California 90012 on October 15, 2025 at 10:30 a.m. / ~~p.m.~~

11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, service payment, settlement administration costs should be granted, and payment to the Labor & Workforce Development Agency for penalties under the Labor Code Private Attorneys General Act should be granted.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation

expenses, Plaintiff's service payment, and settlement administration costs, prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. The Court preliminarily approves the Gross Settlement Amount of \$215,000.00 and preliminarily approves the requested attorneys' fees of \$71,666.67, litigation costs in an amount not to exceed \$40,000.00, Class Representative Service Payment of \$7,500.00 to Plaintiff, settlement administration costs not to exceed \$8,900.00, and the amount set aside as PAGA civil penalties of \$15,000.00. Based on these requested amounts, the Net Settlement Amount available for distribution to participating Settlement Class members is currently estimated to be \$71,933.33.

14. An implementation schedule is provided below (assuming approval is granted on April 30, 2025):

Event	Date
Defendant to provide Class Data to the Settlement Administrator no later than [10 business days after preliminary approval]:	May 14, 2025
Settlement Administrator to mail the Notice Packet to Settlement Class members no later than [10 business days after receiving Class Data]:	May 29, 2025
Deadline for Settlement Class members to submit a dispute, request exclusion from, or object to, the Settlement [60 calendar days after mailing]:	July 28, 2025
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	At least 16 court days in advance of Final Fairness Hearing
Final Fairness Hearing:	☐ September 17, 2025 at 10:30 a.m. ☒ 10/15/2025 at 10:30 a.m. / p.m.

15. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

1 16. Counsel for the parties are hereby authorized to utilize all reasonable procedures
2 in connection with the administration of the Settlement which are not materially inconsistent with
3 either this Order or the terms of the Settlement.

4 **IT IS SO ORDERED.**



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over the seal.

5
6 Dated: April 29, 2025

Stuart M. Rice / Judge

Hon. Stuart M. Rice
Judge of the Superior Court

EXHIBIT 2

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

Elia Paredes Acosta v. SMG (Long Beach Convention Center)

		<u>Qty/Price</u>	<u>Amount</u>
6/30/2021	PKH Copying cost for June, 2021.	23 0.25	5.75
	PKH Postage for June, 2021.	1 17.58	17.58
7/31/2021	PKH Copying cost for July, 2021.	4 0.25	1.00
	PKH Westlaw cost for July 2021	1 1.34	1.34
9/30/2021	PKH Postage for September, 2021.	1 0.73	0.73
	PKH Copying cost for September, 2021.	6 0.25	1.50
	PKH Pacer expense for September 2021	1 5.20	5.20
	PKH Westlaw cost for September, 2021.	1 10.36	10.36
9/24/2021	PKH LASC Document Purchase Fee for: Notice of reassignment. Transaction ID: [REDACTED]	1 7.26	7.26
7/23/2021	PKH Express Network's fee for filing of: Initial and Complex case Invoice #: [REDACTED]	1 1,650.75	1,650.75
7/27/2021	PKH Express Network's fee for filing of: Declaration Invoice #: [REDACTED]	1 100.00	100.00

			Qty/Price	Amount
8/6/2021	PKH	Express Network's fee for filing of: Proof of service of summons x2. Invoice #: [REDACTED]	1 40.00	40.00
8/9/2021	PKH	Express Network's fee for filing of: Proof of service of summons Invoice #: [REDACTED]	1 45.00	45.00
8/4/2021	PKH	Express Network's fee for filing of: Civil case cover sheet Invoice #: [REDACTED]	1 161.32	161.32
8/3/2021	PKH	Express Network's fee for filing of: Service and Complaint Invoice #: [REDACTED]	1 155.00	155.00
10/4/2021	PKH	Express Network's fee for filing of: Plaintiff's notice of motion and motion. Invoice #: [REDACTED]	1 64.75	64.75
10/6/2021	PKH	Express Network's fee for filing of: Certification and Notice of interested parties Invoice #: [REDACTED]	1 55.00	55.00
10/28/2021	KI	Westlaw cost for OCTOBER 2021	1 52.39	52.39
10/31/2021	PKH	Pacer expense for October 2021	1 0.40	0.40
10/18/2021	KI	Express Network Filing Fee for: Notice, Non- Opposition Invoice #: [REDACTED]	1 56.00	56.00
12/27/2021	KI	First Legal Service Fee for: Service of Summons to ASM Global Fresno (Next Day Advanced Fee) Process - Branch Next day Order #: [REDACTED] Base charge + PDF/Ship + Fuel charge *Advance Fee*	1 193.92	193.92
	KI	First Legal Service Fee for: Service of Summons to SMG/Long Beach Convention (Next Day Advance Fee). Process - Next Day Order #: [REDACTED] Base charge + PDF/Ship + Fuel charge *Advance Fee*	1 164.48	164.48
1/31/2022	PKH	Copying cost for January, 2022.	14 0.25	3.50
1/5/2022	KI	One Legal Filing Fee for: Case Management Statement, Proof of Personal Service, Proof of Service by Substituted Service Order #: [REDACTED]	1 16.68	16.68

			Qty/Price	Amount
2/28/2022	ALL	Postage for February, 2022.	1 1.46	1.46
	ALL	Copying cost for February, 2022.	12 0.25	3.00
3/31/2022	ALL	Postage for March, 2022.	1 1.06	1.06
4/7/2022	ALL	Case anywhere service fee for 1/17/22-3/31/22 Invoice #: [REDACTED]	1 116.70	116.70
4/30/2022	ALL	Postage for April, 2022.	1 3.92	3.92
7/5/2022	ALL	Case Anywhere service fee for 4/1/22-6/30/22 Invoice #: [REDACTED]	1 207.00	207.00
10/4/2022	ALL	Case Anywhere service fee for 7/1/22-9/30/22 Invoice #: [REDACTED]	1 219.00	219.00
10/31/2022	ALL	Postage for October, 2022.	1 0.81	0.81
	ALL	Copying cost for October, 2022.	13 0.25	3.25
2/11/2022	KI	Document Purchase Fee from LASC: Case Management Order Transaction remark: 21STCV27103	1 4.00	4.00
10/31/2022	ALL	Westlaw cost for October, 2022.	1 20.10	20.10
11/15/2022	IDLC	One legal's fee for filing of: Stipulation and order Order #: [REDACTED]	1 37.78	37.78
	IDLC	One legal's service fee for: Stipulation and order (Joint stipulation to continue class certification deadline ; [Proposed] Order) Order #: [REDACTED]	1 42.72	42.72
12/31/2022	ALL	Copying cost for December, 2022.	8 0.25	2.00
1/4/2023	ALL	Case Anywhere service fee for 10/1/22-12/31/22 Invoice #: [REDACTED]	1 207.00	207.00
1/3/2023	IDLC	One legal's fee for filing of: Motion to compel further discovery responses, order granting motion, Separate statement of responses in dispute in support of plaintiff's motion, Separate statement of responses in dispute filed concurrently with plaintiff's motion, Separate statement of responses in dispute in support filed concurrently with plaintiff's motion, Declaration of AJR in support of plaintiff's motion, Proof of	1 78.96	78.96

			<u>Qty/Price</u>	<u>Amount</u>
	service Order #: [REDACTED]			
3/14/2022	KI	LASC Journal Tech Filing fee from LA Court eFile and CC Transaction Fees Transaction ID: [REDACTED]	1 7.26	7.26
3/28/2022	KI	Filing fee from Journal Tech for Stipulation re: FAC Final + Transaction Fees. Transaction ID: [REDACTED]	1 901.19	901.19
3/30/2022	KI	LA Court Journal Tech filing fee for: Amended complaint Transaction ID: [REDACTED]	1 7.26	7.26
	KI	LASC document purchase fee for: Stipulation and order. Transaction remark: [REDACTED]	1 11.40	11.40
2/10/2023	IDLC	One legal's filing fee for: Notice of dates Order #: [REDACTED]	1 17.66	17.66
2/28/2023	ALL	Westlaw cost for February, 2023.	1 10.19	10.19
3/31/2023	ALL	Westlaw cost for March, 2023.	1 138.12	138.12
4/15/2023	ALL	Case Anywhere service fee for 1/1/23-3/31/23 Invoice #: [REDACTED]	1 165.00	165.00
3/28/2023	IDLC	One legal's filing fee for: Plaintiff's reply brief in support of plaintiff's motion, Declaration of AJR, Plaintiff's opposition to defendant's objections, Proof of service. Order #: [REDACTED]	1 17.66	17.66
4/19/2023	ALL	Esquire Transcript Cost for Backorder on 4/4/23 - Invoice # [REDACTED]	1 175.41	175.41
4/10/2023	ALL	Esquire Transcript Cost for Motion to Compel Hearing on 4/4/23 - Invoice # [REDACTED]	1 475.00	475.00
4/7/2023	IDLC	One legal's Filing fee for: Notice Order #: [REDACTED]	1 17.66	17.66
4/5/2023	IDLC	LASC Document purchase for: Minute order (Hearing on motion to compel further discovery responses) Receipt #: [REDACTED]	1 7.00	7.00
5/31/2023	ALL	Westlaw cost for May, 2023.	1 56.30	56.30

			<u>Qty/Price</u>	<u>Amount</u>
6/30/2023	ALL	Copying cost for June, 2023.	6 0.25	1.50
7/1/2023	IDLC	Case Anywhere service fee for 4/1/23 - 6/30/23. Invoice #: [REDACTED]	1 147.00	147.00
7/20/2023	IDLC	Esquire Deposition Costs for July 3, 2023 deposition. Invoice #: [REDACTED]	1 719.95	719.95
8/31/2023	ALL	Copying cost for August, 2023.	1 0.25	0.25
8/2/2023	IDLC	One legal's filing fee for: Joint status conference report, Proof of service (Not summons and complaint) Order #: [REDACTED]	1 17.66	17.66
10/3/2023	ALL	Case Anywhere service fee for 7/1/23-9/30/23 Invoice #: [REDACTED]	1 147.00	147.00
10/31/2023	ALL	Copying cost for October, 2023.	498 0.25	124.50
11/7/2023	IDLC	Planet Depos Transcript Cost for transcript of Tom Marcoux for 10/12/2023 deposition. Invoice #: [REDACTED]	1 1,171.00	1,171.00
	IDLC	Planet Depos Transcript Cost for transcript of Charles Beime for 10/18/2024 deposition. Invoice #: [REDACTED]	1 988.50	988.50
11/14/2023	IDLC	Lexitas Transcript Cost for transcript of Elia Paredes Acosta. Invoice #: [REDACTED]	1 1,170.30	1,170.30
11/30/2023	ALL	Postage for November, 2023.	1 4.98	4.98
	ALL	Copying cost for November, 2023.	2 0.25	0.50
11/15/2023	IDLC	Planet Depos Transcript Cost with index of Susan Hausman. Invoice #: [REDACTED]	1 1,338.55	1,338.55
1/4/2024	ALL	Case Anywhere service fee for 10/1/23-12/31/23 Invoice #: [REDACTED]	1 189.00	189.00
1/15/2024	IDLC	Client Meal at Deposition	1 25.31	25.31

			<u>Qty/Price</u>	<u>Amount</u>
2/6/2024	IDLC	JAMS mediation fee for June 27, 2024 mediation. Invoice #: [REDACTED]	1 8,000.00	8,000.00
1/12/2024	IDLC	First legal's filing fee for: Joint status conference report, Proof of service (Not summons and complaint). Direct E-filing Order #: [REDACTED] Base charge + Additional charges	1 16.15	16.15
2/29/2024	ALL	Copying cost for February, 2024.	6 0.25	1.50
	PKH	FedEx costs for February 2024.	1 16.90	16.90
12/29/2023	ALL	One legal's filing fee for: Stipulation and order, Proof of service (Not summons and complaint) Order #: [REDACTED]	1 38.25	38.25
4/1/2024	ALL	Case Anywhere service fee for 1/1/24-3/31/24 Invoice #: [REDACTED]	1 147.00	147.00
6/30/2024	ALL	Westlaw cost for June, 2024.	1 345.99	345.99
7/1/2024	ALL	Case Anywhere service fee for 4/1/24-6/30/24 Invoice #: [REDACTED]	1 135.00	135.00
7/23/2021	PKH	Express networks filing fee for: Jury Fees. Invoice #: [REDACTED]	1 150.00	150.00
3/28/2022	KI	LA County Filing fee for: E-Filing re Stip for Leave to File FAC Receipt #: [REDACTED]	1 872.25	872.25
10/6/2021	IDLC	Journal Tech Filing fee for: Complaint, Summons, Civil case cover sheet x2. Transaction ID: [REDACTED]	1 454.22	454.22
2/23/2022	IDLC	LA County service fee for: Court transaction fee Receipt #: [REDACTED]	1 2.25	2.25
7/23/2021	IDLC	Filing fee for: LWDA Order #: [REDACTED]	1 75.00	75.00
7/8/2024	ML	Expert fee - Hemming Morse: Preparing draft mediation model and call with counsel and updating and sending draft model. Invoice #: [REDACTED]	1 9,300.00	9,300.00

			<u>Qty/Price</u>	<u>Amount</u>
7/31/2024	ALL	Copying cost for July, 2024.	73 0.25	18.25
	AK	Parking at FSC Hearing.	1 17.00	17.00
7/17/2024	IDLC	First legal's filing fee for: Joint Notice of Settlement, Stipulation to File the Second Amended Complaint, Vacate Post- Mediation Status Conference and Class Certification Motion Deadline, and Set Preliminary Approval Hearing Date ; [Proposed] Order;Proof of Service (not Summons and Complaint);Joint Notice of Settlement, Stipulation to File the Second Amended Complaint, Vacate Post- Mediation Status Conference and Class Certification Motion Deadline, and Set Preliminary Approval Hearing Date; [Proposed] Order. Order #: [REDACTED] Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 36.95	36.95
7/25/2024	IDLC	One legal's filing fee for: Amended Complaint,Proof of Service (not Summons and Complaint) Order #: [REDACTED]	1 19.71	19.71
7/26/2024	IDLC	One legal's filing fee for: Notice of Ruling,Proof of Service (not Summons and Complaint) Order #: [REDACTED]	1 19.71	19.71
7/31/2024	IDLC	FedEx costs for July 2024.	1 8.45	8.45
10/1/2024	ML	Case Anywhere service fee for 7/1/24-9/30/24 Invoice #: [REDACTED]	1 171.00	171.00
10/8/2024	VG	One Legal's Filing fee for: Joint Status Conference Report,Proof of Service (not Summons and Complaint) Order #: [REDACTED]	1 19.77	19.77
1/6/2025	ML	Case Anywhere service fee for 10/1/24-12/31/24 Invoice #: [REDACTED]	1 147.00	147.00
2/5/2025	ML	Case Anywhere service fee for 1/1/25-1/31/25 Invoice #: [REDACTED]	1 57.00	57.00
1/15/2025	ML	One Legal's Filing fee for Joint status conference report, proof of service (not summons and complaint) Order #: [REDACTED]	1 23.44	23.44
2/4/2025	IDLC	First Legal's service fee for Courtesy copies of PA Motion to department Deliver Courtesy Copy	1 81.75	81.75

			<u>Qty/Price</u>	<u>Amount</u>
	Order #:			
2/5/2025	ML	One Legal's Filing fee for Supplemental Declaration, proof of service (not summons and complaint) Order #:	1 23.44	23.44
	ML	One Legal's Filing fee for Motion for Preliminary Approval of settlement Order #:	1 86.42	86.42
3/5/2025	ML	Case Anywhere service fee for 2/1/2025-2/28/2025 Invoice #:	1 111.00	111.00
4/4/2025	ML	Case Anywhere service fee for 3/1/25-3/31/25 Invoice #:	1 45.00	45.00
5/2/2025	ML	Case Anywhere service fee for 4/1/2025-4/30/2025 Invoice #:	1 63.00	63.00
4/23/2025	IO	One Legal's filing fee for: Order, Order, Declaration, Proof of Service (not Summons and Complaint) Order #:	1 23.44	23.44
6/2/2025	ML	Case Anywhere service fee for 5/1/25-5/31/25 Invoice #:	1 45.00	45.00
7/1/2025	ML	Case Anywhere service fee for 6/1/25-6/30/25 Invoice #:	1 45.00	45.00
8/4/2025	ML	Case Anywhere service fee for 7/1/25-7/31/25 Invoice #:	1 45.00	45.00
9/2/2025	ML	Case Anywhere's service fee for 8/1/25-8/31/25 Invoice #:	1 45.00	45.00
9/12/2025	ML	Copies for September, 2025.	1 0.25	0.25
4/7/2022	IDLC	LA County service fee for: Court transaction fee Receipt #:	1 2.25	2.25
Total Costs:				\$32,521.12

EXHIBIT 4

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 5



Hemming Morse
1390 Willow Pass Road Ste 410
Concord, CA 94520
(415) 836-4000

Paul Haines
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
phaines@haineslawgroup.com
cc: tkorobkin@haineslawgroup.com
amcintosh@haineslawgroup.com

INVOICE

Invoice Number: [REDACTED]
Invoice Date: 7/8/24
Invoice Period: 06/01/24 - 06/30/24
Invoice Amount: \$9,300.00
Matter: Paredes v. Long Beach Convention

Pay Invoice

INVOICE SUMMARY

For professional accounting services rendered through the invoice period shown above and summarized on the last page, Summary of Professional Fees and Expenses.

CURRENT INVOICE TOTAL:	\$9,300.00
PRIOR BALANCE:	\$0.00
TOTAL BALANCE DUE:	\$9,300.00

By Mail:
Hemming Morse, LLC

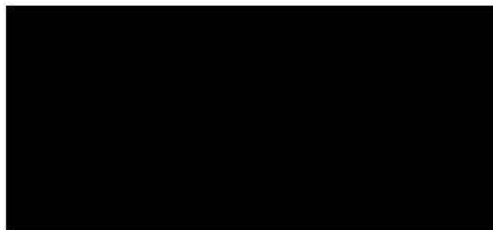


By ACH:
Bank Name: [REDACTED]
U.S. Bank Routing Number: [REDACTED]
Account Name: [REDACTED]
Account Number: [REDACTED]

For accurate application of payment, please reference matter and/or invoice #

Our taxpayer ID number is: [REDACTED]

Payment by credit card is available upon request. (Notice: a 3% fee will be applied when using a credit card for payment)



PAID

Check No. [REDACTED]
Amount \$9,300.00
Date [REDACTED]

Fedex #

