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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

EUGENIA CALVA DE GARCIA, on behalf
of herself, the State of California, and others
similarly situated and aggrieved and MILIPZA
ANDRADE HERNANDEZ, in a
Representative capacity only and on behalf of
other members of the general public similarly
situated,

Plaintiffs,

v.

GNIMGT, INC., a California corporation;
GOOD NITE INN SYLMAR, INC., a
California corporation; PHILLIP HO, an
individual, and NICHOLAS HO, an individual,
and DOES 1-100, inclusive,

Defendants.

Case No. 22STCV03262

Assigned to the Hon. Bradley S. Phillips

**DECLARATION OF ZACHARY
CROSNER IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION
FOR COURT APPROVAL OF THE
PARTIES' PAGA SETTLEMENT**

Complaint Filed:
January 27, 2022

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January 27, 2022

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I, Zachary Crosner, declare as follows:

2. Attached hereto as **Exhibit 1** is a true and correct copy of the Parties' PAGA Settlement Agreement.

4. I am unaware of any other cases or matters that may be related to this matter or that may have overlapping claims or classes.

5. On or about October 20, 2021, Plaintiff Eugenia Calva de Garcia ("Plaintiff Calva de Garcia") submitted a written Notice of Private Attorneys General Act Claim ("PAGA Notice") to the California Labor and Workforce Development Agency regarding specific provisions of the California Labor Code and Industrial Welfare Commission Orders that she alleges Defendant violated, and served this PAGA Notice on Defendant. Plaintiff Calva de Garcia also submitted amended PAGA notices to the California Labor and Workforce Development Agency on November 17, 2021 and November 19, 2021, and served these PAGA Notices on Defendant.

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1 7. On January 27, 2022, Plaintiff Calva de Garcia filed a PAGA action lawsuit
2 against Defendant. On March 3, 2022, Defendant responded to Plaintiff Calva de Garcia's
3 PAGA complaint by filing a motion to compel arbitration. On August 25, 2022, the Court issued
4 an order compelling Plaintiff Calva de Garcia's individual PAGA allegations and claims to
5 arbitration and staying her representative PAGA allegations and claims.

6 8. After proper notice to Defendant and the LWDA, and exhausting administrative
7 remedies, on September 8, 2021 Plaintiff Milipza Andrade Hernandez ("Plaintiff Hernandez")
8 filed a PAGA action complaint against Defendant in the Sonoma County Superior Court, Case
9 No. SCV269254.

10 9. Thereafter, the Parties engaged in several meet and confer discussions and
11 ultimately agreed to a global mediation. The Parties further agreed to an informal exchange of
12 documents and information before the mediation. Through this informal discovery, Defendant
13 provided Plaintiffs with information including, inter alia, Plaintiffs' personnel files, the number
14 of potential Aggrieved Employees, a 50% sampling of the Aggrieved Employees' pay stubs and
15 time records, and relevant policy documents regarding Defendant's time keeping and reporting
16 policies, among other pertinent materials.

17 10. On March 21, 2025, Plaintiff Calva de Garcia filed a First Amended Complaint
18 ("FAC") adding Plaintiff Hernandez and her claims to the instant action. Plaintiff Hernandez
19 later dismissed the separate action in Sonoma County Superior Court, Case No. SCV269254.

20 11. The FAC seeks PAGA civil penalties for Defendant's alleged violation of the following
21 Labor Code sections: (a) failure to keep accurate records (sections 226, 1174, 1198, 1199); (b) meal
22 period violations (226.7, 512, 1198-1199); (c) rest period violations (sections 226.7, 512, and 1198-1199);
23 (d) minimum and overtime wage violations (sections 510, 1197); (e) statutory wage violations,/secret
24 payment of lower wages (section 223); (f) refusal to make payment (section 216); (g) business expense
25 violations (section 2802); wage statement violations (section 226); sick leave violations (section 2810.5,
26 246, 247.5); (h) untimely payment of final wages (sections 201, 202, 203); and (i) unlawful
27 agreements/background checks (sections 1024.5, 432.5, 432.7).

28 ///

**THE SETTLEMENT IS FAIR, ADEQUATE AND REASONABLE, FURTHER THE
PURPOSES UNDERLYING PAGA, AND WARRANTS APPROVAL**

12. Plaintiffs first contend Defendant failed to pay all wages due because it rounded employee time punches, which resulted in the Plaintiffs and Aggrieved Employees losing a few minutes of compensable hours worked on many shifts. Specifically, Plaintiffs argue Defendant uses a system of “transitional math” to transfer “minutes worked” – which are normally measured on a scale of 1 through 60 – to a separate scale, of 1 through 100, causing employee the last two numbers of the “Hours worked” on employee wage statements to show an altered representation of those minutes. As a result, Plaintiffs allege their expert’s analysis of the time records suggests at least 50% of pay periods reflect lost hours worked due to rounding and a corresponding failure to be paid for this time. In response to Plaintiffs’ unpaid wage/rounding claim, Defendant argues its time keeping and rounding policy is entirely neutral in effect and did not deprive employees of compensable hours worked over time and, accordingly, does not violate California law. *See’s Candy Shops, Inc. v. Super. Ct.* (2012) 210 Cal. App. 4th 889, 901. Beyond that, Defendant argued its timekeeping and payroll policies fully comply with California law.

13. Plaintiffs also alleged employees were not paid all overtime wages due because Defendant did not include certain forms of compensation, such as bonuses in the regular rate of pay used to calculate the correct overtime, sick pay, and meal period premium rates. “Regular rate of pay, which can change from pay period to pay period, includes adjustments to the straight time rate, reflecting, among other things, shift differentials and the per-hour value of any non-hourly compensation the employee has earned.” *Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542, 554. As a result, Plaintiffs contend Defendant frequently underpaid the Aggrieved Employees for their overtime, sick pay, and meal period premium payments. While Plaintiffs believe this is one of the stronger claims, they also recognize the exposure is nominal, as this claim involves less than 500 pay periods.

14. Next, Plaintiffs contend their review of the sampling produced show (1) employees missed first meal periods in 12.5% of all shifts over 6 hours; (2) employees took late first meal periods in 8% of all qualifying shifts; and (3) employees missed second meal periods in 93% of all shifts over 12 hours. Plaintiffs also argue Defendant used a system that prevented

1 employees from clocking in early for their meal periods while, at the same time, Defendant
2 required aggrieved employees had to be back at their workstations at exactly 30 minutes after
3 they clocked out for lunch, or else face disciplinary action. This resulted in the employees having
4 to cut their lunches short by at least five minutes per lunch period to walk back to the clock-in
5 station and wait by the clock in order to clock their 30-minute lunches exactly and be back at
6 their workstation. Defendant offered multiple defenses. First, it emphasizes it authorized and
7 permitted all necessary breaks, and that employees received full uninterrupted lunch periods as
8 reflected in Defendant's time records. Defendant further argued that even to the extent meal
9 breaks were missed or arguably non-compliant, it was in violation of company policy and
10 aberrational, and would require significant individual inquiries to determine the reasons
11 underlying any such alleged violations and whether it was by employee choice or some other
12 reason. Thus, per Defendant, any trial on this issue would be unmanageable because of these
13 individualized issues.

14 15. Plaintiffs further contend that Defendant's rest break policy violates California
15 law, insofar as they claim Defendant requires employees to remain on-call and respond to calls
16 on walkie-talkies and/or cell phones during rest breaks. Based on these contentions, Aggrieved
17 Employees could be entitled to one hour of premium pay per qualifying shift under Labor Code §
18 226.7. Defendant maintains its policies comport with California law and that the evidence would
19 demonstrate employees are relieved of all duties during rest breaks and are provided with lawful
20 rest breaks.

21 16. Plaintiffs assert that they and the Aggrieved Employees regularly had to use their
22 personal phones while on the clock and for work purposes to, inter alia, communicate with supervisors.
23 Per Plaintiffs, Defendant did not pay any reimbursement for use of personal phones. On the other hand,
24 Defendant argues that any use of personal mobile devices was unnecessary to perform the job and
25 therefore was purely for personal convenience. If so, then the expense was neither reasonable nor
26 necessary, and therefore no reimbursement was required. Labor Code § 2802.

27 17. Plaintiffs alleged derivative violations of Labor Code § 226 (wage statement violations)
28 and §§ 201-203 (waiting time penalties). Both claims, since they are entirely derivative, will rise or fall

1 along with the primary claims, in addition to being subject to “good faith” and other defenses available to
2 Defendant. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1203-04 (holding employer did
3 not willfully fail to pay wages under Labor Code § 203 even though the class prevailed on the merits on
4 the underlying claim for failing to pay living wages). Accordingly, Plaintiffs had to discount the value of
5 these claims significantly in light of these multiple potential defenses. Defendant also contended a
6 substantial discount should be applied to the civil penalties for these derivative (i.e., “stacked”) violations,
7 as it would be unfair to penalize Defendant multiple times for the same violation.

8 18. Finally, Defendant contended it had acted in good faith and at all relevant times had
9 taken measures to ensure compliance with workplace policies and the Labor Code. Thus, Defendant
10 asserted, even if Plaintiffs were able to establish some violations, these would likely be technical or
11 minor in nature, and therefore the Court would exercise its discretion to award much less than the
12 maximum amount of potential penalties.

13 19. Defendant also emphasized PAGA gives the Court wide latitude to reduce the amount of
14 civil penalties “based on the facts and circumstances of a particular case” if “to do otherwise would result
15 in an award that is unjust, arbitrary and oppressive, or confiscatory.” I am aware of several state and
16 federal courts in California that have applied significant reductions to PAGA civil penalties even after
17 plaintiffs prevailed on the merits, and we accounted for this possibility in evaluating the proposed
18 settlement.

19 20. For mediation, Defendant indicated it employed approximately 583 non-exempt
20 employees in California during the relevant time period, and these individuals worked approximately
21 12,500 pay periods during that time. Based on the data provided by Defendant, and with a 100% violation
22 rate on all claims, Plaintiffs estimated Defendant’s maximum PAGA exposure at approximately
23 \$6,346,000 in civil penalties, calculated as follows:

24 Unpaid Wages: 12,500 pay periods x 100% violation rate x \$100/violation = \$1,250,000

25 Overtime Wages: 500 affected pay periods x 100% violation rate x \$100/violation = \$50,000

26 Meal Period Violations: 12,500 pay periods x 100% violation rate x \$100/violation = \$1,250,000

27 Rest Period Violations: 12,500 pay periods x 100% violation rate x \$100/violation = \$1,250,000

28 Reimbursements: 12,500 pay periods x 100% violation rate x \$100/violation = \$1,250,000

1 Wage Statements: 12,500 pay periods x 100% violation rate x \$100/violation = \$1,250,000

2 Waiting Penalties: 460 former employees x 1 violation/employee x \$100/violation = \$46,000

3 21. Defendant raised various and multi-layered defenses to each of Plaintiffs' claims, anyone
4 of which, if successful, could have derailed Plaintiffs' case and Defendant vowed to raise all these
5 defenses at trial. Accordingly, Plaintiffs faced risky issues going forward with litigation, and it could have
6 taken years to realize any recovery in this action along with the possibility of post-trial appeals. In
7 additional to its merits defenses and arguing trial would be unmanageable, Defendant also intended to
8 raise additional defenses on damages, including the proper measure of civil penalties and the appropriate
9 discount to place on any assessment of such penalties.

10 22. Although Plaintiffs, co-counsel and I believe we could have prevailed, there was no such
11 guarantee. When the risks of overcoming a manageability defense, prevailing at trial on the merits on all
12 claims, securing the maximum theoretical civil penalties, and appellate risks all are factored into the
13 equation, the settlement value is reasonable and supported. Of course, to recover anywhere near the
14 maximum penalties Plaintiffs would have to shoot the moon and win both liability and maximum
15 penalties on all claims as to each and every pay period at issue, which outcome, for the reasons discussed,
16 is unlikely. Given Defendant's various procedural and merits defenses, as well as the substantial penalty
17 reductions ordered in the cases above – which occurred after trial – the proposed settlement is reasonable.

18 **PLAINTIFFS' ENHANCEMENTS ARE REASONABLE**

19 23. Pursuant to the Settlement Agreement, Plaintiffs each seek an incentive award of \$10,000
20 (\$20,000 total). These requests are reasonable given Plaintiffs' efforts in the litigation the risks each
21 undertook on behalf of the Aggrieved Employees. Additionally, by contacting and retaining counsel to
22 pursue these claims, Plaintiffs made this settlement possible for the other Aggrieved Employees and the
23 LWDA, while shouldering the risk of being liable for Defendant's litigation costs if unsuccessful.
24 Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit (discoverable
25 even through a simple google search) for the benefit of other employees, placing Plaintiffs at risk of
26 discrimination by future prospective employers. Among taking many other actions assisting in the
27 successful litigation of this case, Plaintiffs provided substantial factual information to counsel, participated
28 in numerous phone calls and meetings with counsel to discuss the case, pursued their individual

1 arbitrations, and in general kept up to speed and informed on the case's progress. The incentive payments
2 to Plaintiffs are appropriate and justified as part of the Settlement.

3 **THE REQUESTED ATTORNEY'S FEES AND COSTS ARE FAIR AND REASONABLE**

4 24. Under the terms of the Settlement Agreement, I respectfully request an award of
5 attorney's fees to Crosner Legal, PC, Sullivan & Yaeckel Law Group, APC, and Capstone Law,
6 APC equal to 1/3 of the total settlement amount, or \$100,000. A one-third common fund attorney
7 fee award is consistent with what courts have awarded Plaintiff's counsel in other representative
8 actions. Awarding attorney's fees of one-third of a gross settlement amount is favored by
9 California courts when a fund established for the common benefit of others is involved, such as
10 here. The three firms will split any fees awarded by the Court, and both clients have been
11 informed of the proposed fee split and have consented thereto in writing.

12 25. There are several additional factors why I believe that the Court should award
13 one- third of the common fund as a reasonable attorney's fee. First, our efforts along with co-
14 counsel resulted in a common fund settlement amount of \$300,000.00, which for the reasons
15 explained, is fair and reasonable in light of the risks/defenses Defendant raised in litigation and
16 threatened to raise at trial and in post-trial appeals. Further, this is a significant sum that furthers
17 the purposes underlying PAGA such as augmenting the state's enforcement capabilities,
18 encouraging compliance with Labor Code provisions, and deterring future non-compliance.
19 Moreover, this result was achieved by the work and success of this office and our co-counsel,
20 who negotiated the settlement after extensive preparation, informal discovery, and an adversarial
21 mediation.

22 26. Second, Plaintiffs faced significant risks going forward with the litigation. As
23 discussed above, Defendant raised various defenses to its claims, anyone of which, if successful,
24 could have decimated Plaintiffs' case. Plaintiffs faced risky legal issues going forward with this
25 litigation, and it would have taken several more years to realize any recovery in this action along
26 with the possibility of post-trial appeals,

1 27. Third, we are experienced class and representative action litigators, and have
2 achieved several approved PAGA settlements. This experience and expertise, combined with the
3 high quality of work performed, resulted in the settlement achieved in this case.

4 28. During this litigation, Crosner Legal's efforts have included: (1) extensive pre-
5 lawsuit investigation of the claims of Plaintiff Calva de Garcia and the Aggrieved Employees,
6 including legal research, research into similar claims and claims against other employers in the
7 same industry, and attempts to locate and contact other employees of Defendant; (2) drafting a
8 PAGA notice letters; (3) drafting the initial complaint and related documents; (4) case
9 management, including communications with defense counsel, meeting and conferring/preparing
10 case management statements, etc.; (5) lengthy discussions with defense counsel regarding
11 settlement/mediation and informal discovery needed for meaningful settlement discussions;
12 (6) engaging in substantial informal discovery, including propounding informal discovery
13 "requests" and reviewing documents and other information produced; (7) opposing Defendant's
14 Motions to Compel Arbitration, including supplemental briefing to the Court; (8) attending an
15 all-day mediation; (9) negotiating the settlement agreement and related documents; (10) drafting
16 and reviewing the consolidated amended complaint to effectuate the settlement; (11) reviewing
17 motion for approval of settlement and drafting supporting documents; and (12) extensive
18 communications with the Plaintiff Calva de Garcia regarding case status, case investigation and
19 document review, mediation, and settlement terms. Additionally, PAGA Counsel will incur
20 additional time following approval to, inter alia, respond to Aggrieved Employees' inquiries,
21 attend to distribution of settlement funds, and appear at the compliance hearing(s). Attached
22 hereto as **Exhibit 2** is a summary of Crosner Legal's work performed and time expended on this
23 matter.

24 29. I am a 2010 graduate of University San Diego School of Law and I have
25 approximately thirteen years of experience as a practicing attorney. For nearly my entire career,
26 my practice has focused on litigation of wage & hour, consumer, and privacy class action and
27 representative action claims. Following graduation, I immediately began working for a nationally
28 recognized plaintiff's complex litigation firm, CaseyGerry, where I worked directly with past

1 presidents of the consumer attorneys and recipients of trial attorneys of the year awards. I also
2 worked for other firms that included former CAALA and CLAY trial attorney of the year
3 recipients. While with these firms, I advocated for the rights of consumers and employees in
4 class action litigation, civil rights and employment litigation, catastrophic injuries, insurance bad
5 faith and appellate litigation.

6 30. In 2013, I founded the law firm of Crosner Legal, P.C. which since its inception
7 has focused almost exclusively on plaintiff-side class actions lawsuits representing employees,
8 consumers and other victims. Currently, over ninety percent (95%) of my practice is dedicated
9 exclusively to the prosecution of class actions and representative action lawsuits, and my law
10 firm is currently responsible as lead counsel or co-lead counsel for prosecuting over one hundred
11 (100) active wage and hour class actions and/or PAGA representative actions, as well as a
12 multitude of consumer and privacy class actions, in both federal and state courts throughout
13 California. I have been a direct participant in over one hundred (100) class action and/or
14 representative action settlements where I have been approved as adequate lead counsel.

15 31. I have been selected by Super Lawyers as a “Southern California Rising Star” for
16 employment and labor law consecutively from 2018 through 2023. Super Lawyers have also
17 named me on their “Up-and-Coming 100” Southern California Rising Stars List for consecutive
18 years from 2021 through 2023. Only 2.5% of lawyers within California are named a Super
19 Lawyer Rising Star and even less are added to their Top Lists. Additionally, I have been selected
20 as a Top 40 Under 40 Civil Plaintiff Attorney by the National Trial Lawyers, invitation-only
21 organization composed of the premier trial lawyers, from 2019 through 2023. I am an active
22 participant in advocacy groups, including as an executive board member of the Wage and Hour
23 Committee and the Legislative Committee for the California Employment Lawyers Association;
24 a member of the Grassroots Advocacy Team for the National Employment Lawyers Association;
25 Wage and Hour Committee member and Class Action Committee member for the National Trial
26 Lawyers; a member of the American Association for Justice; and a member of the Pound Civil
27 Justice Institute.
28

1 32. Jamie Serb is a partner with Crosner Legal and head of the firms' Wage & Hour
2 practice group. She graduated from the University of California, San Diego in 2004, graduated
3 from California Western School of Law in 2013, and has been a member of the California Bar
4 since 2013. She gained extensive experience in wage and hour litigation, beginning work as a
5 class action attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm,
6 APLC; Turley Law Firm, APLC). She joined Crosner Legal on January 4, 2021 as an associate
7 attorney. She has handled wage and hour class actions and PAGA lawsuits for the past several
8 years and has assisted in obtaining millions of dollars for employees during her years of practice.

9 33. Nikki Trenner graduated from Trinity Law School in 2017 and joined Mara Law
10 Firm, PC (formerly The Turley and Mara Law Firm, APLC) that same year. She later joined
11 Crosner Legal in 2020 and is currently employed as a partner in the wage and hour department.
12 She has solely handled wage and hour class actions and PAGA lawsuits for six (6) years. Ms.
13 Trenner routinely write and oppose motions, draft complaints, appear before the Court at law and
14 motion and settlement hearings, engage in the discovery process, including drafting Belaire-West
15 notices and meet and confer letters.

16 34. Ms. Trenner has obtained class certification in the following matters: *Hernandez*
17 *v. Aviation Port Services, LLC*, Kern County Superior Court Case No. BCV-18-100141. She has
18 also assisted in obtaining millions of dollars for employees in the following court-approved class
19 action and/or representative PAGA settlements: *Michael Campbell, et al. v. Symons Emergency*
20 *Specialties', Inc.*, San Bernardino County Superior Court Case No. CIVDS1903158; *Amber*
21 *Collins v. Danbarb, Inc., et al.*, Los Angeles County Superior Court Case No. 20STCV44190;
22 *Michael Elridge v. LA Downtown Medical Center, LLC, et al.*, Los Angeles County Superior
23 Court Case No. 20STCV05951; *Anthony Leon, et al. v. Sierra Aluminum Company, et al.*, San
24 Bernardino County Superior Court Case No. CIVDS2010856; *Elaine Moyal v. Cabinets To Go,*
25 *LLC*, Los Angeles County Superior Court Case No. 20STCV32477; *Genevieve Rangel v. Bassett*
26 *Direct NC, LLC*, Orange County Superior Court Case No. 30-2018-01040101-CU-OE-CXC;
27 *Jacob Buys v. Sizewise Rentals, Inc., et al.*, Sacramento County Superior Court Case No. 34-
28 2018-00225848-CU-OE-GDS; *Alejandro Valencia v. VM Tree Service, Inc., et al.*, Riverside

County Superior Court Case No. RIC1819395; *Joshua Rael v. Intercontinental Hotels Group Resources, Inc.*, Los Angeles County Superior Court Case No. 19STCV16010; *Angel Cervantez v. Valley Pallet, Inc.*, Sacramento County Superior Court Case No. 34-2018-00234334-CU-OE-GDS; *Tonja Edwards-Bloodsaw v. Sandburst Convalescent Group, LTD*, et al., Los Angeles Superior Court Case No. 19STCV15797; *Moriah Holtegaard, et al. v. Howroyd-Wright Employment Agency, Inc. dba AppleOne Corporation Services, et al.*, Central District Court of California, Eastern Division, Case No. 5:20-cv-00509 JGB (KKx); *Jade Findley, et al. v. Avenue5 Residential, LLC, et al.*, Los Angeles County Superior Court Case No. 20STCV34633; *Keivan Keyhanzad v. Ryan Cars, LLC dba Pomona Kia, et al.*, Riverside County Superior Court Case No. RIC1905276; *Luis Bolanos v. FSC Corporation dba Il Pastaio Restaurant, et al.*, Los Angeles County Superior Court Case No. BC722758; *Loretta Cannon v. Pasadena Hospital Association, LTD dba Huntington Hospital*, Los Angeles County Superior Court Case No. 19STCV14554; *Nathan Kapusta v. Cardinale Motors SLO, Inc., et al.*, Kern County Superior Court Case No. BCV-20-101593; and *Jesse McCauley v. Mullahey Ford, Inc., et al.*, San Luis Obispo County Superior Court Case No. 21CV0001.

35. Kiara Bramasco received her undergraduate degree, magna cum laude, from Loyola Marymount University in Political Science, and then received her JD from Loyola Law School in 2018. She then spent several years with well-known plaintiff's firm Moss Bollinger, first as a law clerk and then as an associate, where her practice focused on employment law, particularly wage and hour class action and PAGA litigation. She joined Crosner Legal in 2021.

36. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class action settlements while serving as lead class counsel in recent years, including but not limited to a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises,*

1 *Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage
2 and hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-
3 2160 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v.*
4 *Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a
5 \$1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*,
6 Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action
7 settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753
8 (Santa Clara Cty. Super Ct.); a \$2.2 million wage and hour class action settlement in 2021
9 (*Ghorchian, et al. v. West Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super.
10 Ct.)); a \$2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original*
11 *Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1
12 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No.
13 21CV382467 (Santa Clara Cty. Super. Ct.)), a \$1.4 million wage and hour class action settlement
14 in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino
15 Cty. Super. Ct.), a \$2.38 million wage and hour class action settlement in 2023 in *Michel, et al.*
16 *v. Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5
17 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case
18 No. CIVDS1931464 (San Bernardino Cty. Super. Ct.); \$1.015 million wage and hour class
19 action settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San
20 Francisco Cty. Super. Ct); and a \$1.15 million wage and hour PAGA settlement in 2023 in
21 *Vaughn v. Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty.
22 Super. Ct.).

23 37. Based upon the qualifications and experience set forth above, the following
24 hourly rates are reasonable for attorneys practicing in this area of the law in California: Zachary
25 M. Crosner \$800/hour, Jamie Serb \$750/hour, Nikki Trenner, \$700/hour, and Kiara Bramasco
26 \$650/hour.

27 38. Plaintiffs request the Court apply the above hourly billing rates in this case, as
28 these rates are reasonable in the California legal market for attorneys handling wage and hour

1 class actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side
2 wage and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for
3 partner-level attorneys with experience comparable to mine and to that of my colleagues. These
4 rates have range from \$650 to \$850 per hour for calendar years 2017-2021. Some examples
5 include attorney Matthew Matern of Matern Law Group in Los Angeles, with approximately 26
6 years of experience \$850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with
7 approximately 25 years of experience \$850/hour (2021), Michael Malk of Malk APC in Los
8 Angeles, with approximately 16 years of experience \$650/hour (2018), Michael Singer and Isam
9 Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience
10 respectively, both \$825/hour (2018), Jason Ehrlich of McCormack & Ehrlich LLP in San
11 Francisco, with approximately 17 years of experience \$750/hour (2017), and James Kawahito of
12 Kawahito Law Group in Los Angeles, with approximately 16 years of experience \$750/hour
13 (2020).

14 39. The requested rates also comport with the adjusted Laffey Matrix, which provides
15 that reasonable hourly rates for attorneys with 20+ years of experience, such as Mr. Donnelly, is
16 around \$1000, and a reasonable rate for an attorney with 10+ years of experience, such as myself
17 Mr. Crosner, and Ms. Serb, is over \$800. The adjusted Laffey Matrix may be found at
18 <http://www.laffeymatrix.com/see.html>. Similarly, the December 8, 2008 article, “Billable Hours
19 Aren’t the Only Game in Town Anymore,” NATIONAL LAW JOURNAL, which set forth the
20 following hourly billing rates as reported by Sheppard, Mullin, Richter & Hampton, a leading
21 firm in the defense of wage-and-hour class actions that I have opposed when litigating wage-and-
22 hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year -
23 \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.36

24 40. After the analysis above, Crosner Legal’s lodestar is \$81,870.00, based on 113.7
25 attorney hours spent litigating this case through the filing of this motion. Further, we will almost
26 certainly spend additional time addressing settlement administration matters, responding to
27 questions from aggrieved employees, etc. All tasks performed were reasonable and necessary to
28 the litigation of the case and the work performed was justified in light of the result achieved.

41. PAGA Counsel's litigation costs and expenses are capped at \$35,000 under the terms of Settlement Agreement. Crosner Legal's total costs incurred to date are \$19,209.77. A true and correct itemization of the costs and expenses incurred by my firm is set forth in **Exhibit 2**. These costs were all reasonable and necessary to the litigation of this case and the results achieved and are fair, reasonable, and unopposed by Defendant.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct. Executed this 2nd day of May 2025, at Los Angeles, California.

Zachary Crosner

ZACHARY CROSNER

EXHIBIT “1”

PAGA SETTLEMENT AGREEMENT

Subject to Court approval as specified below, Plaintiffs Eugenia Calva de Garcia and Milipza Andrade Hernandez and Defendant GNIMGT, Inc. hereby agree to the following binding Settlement of Plaintiffs' claims under the California Labor Code Private Attorneys General Act of 2004.

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Applicable definitions may also be contained elsewhere in this Settlement Agreement:

1. "Actions" means the allegations and claims made in the PAGA Notices, and the allegations and claims made in the Complaints in *Milipza Andrade Hernandez v. GNIMGT, Inc., et al.*, Sonoma County Superior Court Case No. SCV-269254 ("Hernandez Court Case"), *Eugenia Calva de Garcia v. GNIMGT, Inc. et al.*, JAMS Reference No. 5220002274 ("de Garcia Arbitration Case"), and *Eugenia Calva de Garcia v. GNIMGT, Inc. et al.*, Los Angeles County Superior Court Case No. 22STCV03262 ("de Garcia Court Case"). Within seven (7) calendar days of the full execution of this Settlement Agreement, the Parties shall stipulate to the dismissal without prejudice of the de Garcia Arbitration Case and the Hernandez Court Case, with all alleged claims relating back to the date the Hernandez Court Case and de Garcia Court Case were filed, and to the addition of Milipza Andrade Hernandez as a plaintiff in the de Garcia Court Case for purposes of seeking Court approval of this Settlement.
2. "Administrator" means ILYM Group, Inc., the neutral third-party entity the Parties have agreed to administer the Settlement.
3. "Administration Expenses Payment" means the amount the Administrator shall be paid from the Gross Settlement Amount to reimburse it for reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Parties to administer this Settlement.
4. "Aggrieved Employees" means all current and former non-exempt employees of Defendant who worked in California during the PAGA Period, including Plaintiffs.
5. "Aggrieved Employee Data" means the following information in Defendant's possession pertaining to each Aggrieved Employee: full name, last-known mailing address, Social Security number, and number of Pay Periods.

6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for Aggrieved Employees’ current mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
7. “Approval Order” means the Court’s order granting approval of this Settlement Agreement.
8. “Complaints” mean the demand for arbitration filed in the de Garcia Arbitration, the civil complaint filed in the Hernandez Court Case, and the civil complaint filed in the de Garcia Court Case.
9. “Court” means the Superior Court of the State of California for the County of Los Angeles.
10. “Defendant” means GNIMGT, Inc, the named defendant in the Actions.
11. “Defense Counsel” means Constangy, Brooks, Smith & Prophete, LLP.
12. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Approval Order and (b) the Judgment is final. The Judgment is final on the later of: (a) 60 days after the Court enters the Judgment if no appeal is filed or (b) when any filed appeal is dismissed, decided, or otherwise fully and finally resolved.
13. “Gross Settlement Amount” means Three Hundred Thousand Dollars and No Cents (\$300,000.00), the total amount Defendant agrees to pay under the Settlement, and no more. The Gross Settlement Amount shall be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, Plaintiffs’ Service Awards, and the Administration Expenses Payment.
14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of twenty-five percent (25%) of the PAGA Penalties which shall be calculated based on the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
15. “Judgment” means the judgment entered by the Court based on the Approval Order.
16. “LWDA” means the California Labor and Workforce Development Agency, the agency referenced in the PAGA.
17. “LWDA PAGA Payment” means seventy-five percent (75%) of the PAGA Penalties to be paid to the LWDA under Labor Code section 2699(i).
18. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the

amounts approved by the Court: the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Service Awards, and the Administration Expenses Payment.

19. “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*).
20. “PAGA Counsel” means Sullivan & Yaeckel Law Group, APC, Capstone Law APC, and Crosner Legal, PC.
21. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated by the Court to PAGA Counsel for reimbursement of its reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions on behalf of Plaintiffs and all Aggrieved Employees.
22. “PAGA Notices” means Plaintiffs’ letters, dated July 1, 2021, October 20, 2021, November 17, 2021, and November 19, 2021 to Defendant and the LWDA providing notice of PAGA claims pursuant to Labor Code section 2699.3(a).
23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated as follows: twenty-five percent (25%) to the Aggrieved Employees and seventy-five percent (75%) to the LWDA.
24. “PAGA Period” means the period from July 1, 2020 through January 8, 2025.
25. “Parties” means Plaintiffs and Defendant.
26. “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day in that Pay Period during the PAGA Period.
27. “Plaintiffs” means Milipza Andrade Hernandez and Eugenia Calva de Garcia, the named plaintiffs in the Actions.
28. “Released PAGA Claims” means the claims being released as described in Paragraphs 39 and 40 below.
29. “Released Parties” means Defendant and its past, present and future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, including, but not limited to, all defendants named at any time in the Actions.

30. “Service Awards” means the payment to compensate Plaintiffs for their service on behalf of the State of California and Aggrieved Employees in the Actions and for a general release of all claims arising out of their employment with Defendant.
31. “Settlement” means the disposition of the Actions effected by this Settlement Agreement.
32. “Settlement Agreement” means this document which memorializes the Settlement of the Actions brought by Plaintiffs.
33. “Settlement Notice” means the proposed notice of settlement to be sent to all Aggrieved Employees along with their Individual PAGA Payments, as approved by the Court, substantially in the form attached hereto as “Exhibit A.”

MONETARY TERMS

34. Gross Settlement Amount: Defendant shall pay a sum total of Three Hundred Thousand Dollars and No Cents (**\$300,000.00**), and no more, as the Gross Settlement Amount. The Administrator shall disburse the Gross Settlement Amount without Aggrieved Employees being required to submit any claim as a condition of payment. No portion of the Gross Settlement Amount shall revert to Defendant.
35. Payments from the Gross Settlement Amount: The Administrator shall make the following payments from the Gross Settlement Amount, in the amounts and at the times approved by the Court:
- 35(a) To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, namely One Hundred Thousand Dollars and No Cents (**\$100,000.00**), and PAGA Counsel Litigation Expenses Payment of not more than Thirty-Five Thousand Dollars and No Cents (**\$35,000.00**). Defendant shall not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment of less than the amounts requested, the Administrator shall allocate the difference between the amounts requested and the amounts awarded by the Court to the Net Settlement Amount. Defendant and the other Released Parties shall have no liability to PAGA Counsel or any other counsel arising from any claim to any portion of any PAGA Counsel Fee Payment

and/or PAGA Counsel Litigation Expenses Payment. The Administrator shall remit the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment, after receiving completed and signed IRS Forms W-4 from PAGA Counsel. The PAGA Counsel Fees Payment shall be divided between PAGA Counsel as follows: Fifty-two and one-half percent (52.5%) to Sullivan & Yaeckel Law Group, APC, twenty-two and one-half percent (22.5%) to Capstone Law APC, and Twenty-five percent (25%) to Crosner Legal, PC. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and shall hold Defendant harmless and shall indemnify Defendant from any dispute or controversy regarding such payments, including, but not limited to, the distribution, division or sharing of any of these payments among PAGA Counsel. The Administrator shall issue IRS Forms 1099 to PAGA Counsel for such payments as required by law.

- 35(b) To Plaintiffs: For a general release of all claims by Plaintiffs and a Civil Code section 1542 waiver, as specified below, and for their service on behalf of the State of California and all Aggrieved Employees in the Actions, Defendant agrees not to oppose any application or motion by Plaintiffs for Service Awards not to exceed a total of Twenty Thousand Dollars and No Cents (**\$20,000.00**), which shall be allocated as follows: Ten Thousand Dollars and No Cents (**\$10,000.00**) to each Plaintiff or as otherwise allocated by the Court. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amounts of the requested Service Awards sought by Plaintiffs are not awarded by the Court. Any amount of Service Awards not awarded by the Court shall become part of the Net Settlement Amount.
- 35(c) To the Administrator: An Administration Expenses Payment not to exceed Six Thousand Three Hundred Fifty Dollar and No Cents (**\$6,350.00**). To the extent the Court approves a lesser amount, the Parties shall mutually seek the Administrator's agreement to accept such lesser amount or shall mutually select a different administrator.
- 35(d) To the LWDA and Aggrieved Employees: The Administrator shall be solely responsible for calculating the Individual PAGA Payments and the LWDA PAGA Payment.

- 35(d)(i) The Administrator shall calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties by the total number of Pay Periods during the PAGA Period to arrive at a "Pay Period Value" and (b) then multiplying the Pay Period Value by the number of Pay Periods attributable to each Aggrieved Employee. Aggrieved Employees shall assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.
- 35(d)(ii) Individual PAGA Payments shall be deemed non-wage income and shall not be subject to tax withholdings/deductions. The Settlement Administrator shall be responsible for issuing an IRS Form 1099 to each Aggrieved Employee for his or her Individual PAGA Payment.

SETTLEMENT FUNDING AND PAYMENTS

36. Aggrieved Employee Data: Within thirty (30) calendar days after the Settlement Agreement is fully executed, Defendant shall deliver the Aggrieved Employee Data to the Administrator in electronic format. To protect Aggrieved Employee' privacy rights, the Administrator shall maintain the Aggrieved Employee Data in confidence and shall not disclose the Aggrieved Employee Data to any person or entity. The Administrator shall use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and shall restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Settlement Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information required by this Settlement Agreement and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must transmit the Aggrieved Employee Data to the Administrator, the Parties and their counsel shall expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
37. Funding of Gross Settlement Amount: Within five (5) calendar days after the Effective Date, Defendant shall deposit the Gross Settlement Amount into an IRS-approved Qualified Settlement

Fund ("QSF") to be established by the Administrator.

38. Payments from the Gross Settlement Amount: Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator shall mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Expenses Payment, and the Service Awards. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- 38(a) The Administrator shall issue checks for the Individual PAGA Payments and send them, together with the Settlement Notice, to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check shall be voided. The Administrator shall void all checks not cashed by the void date. Before mailing any checks, the Administrator shall update each Aggrieved Employee's mailing addresses using the National Change of Address Database.
- 38(b) The Administrator shall conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose Individual PAGA Payment checks are returned undelivered without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator shall re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly mail a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee prior to the void date.
- 38(c) For any Aggrieved Employee whose Individual PAGA Payment check is voided, the Administrator shall transmit the funds represented by such check to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 38(d) The payment of Individual PAGA Payments shall not obligate Defendant to make any withholdings or confer any additional benefits or make any additional payments to the

Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Settlement Agreement.

RELEASE OF CLAIMS

39. Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiffs shall release claims against all Released Parties as follows:
- 39(a) Plaintiffs' General Release: Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and forever discharge the Released Parties from all claims, cause of action, transactions, or occurrences arising out of or relating to Plaintiffs' employment with Defendant and their separation from employment, including, but not limited to, all claims that were, or reasonably could have been, alleged in the Complaints and the PAGA Notices ("Plaintiffs' Release"). This provision constitutes a general release of claims to the fullest extent permitted by law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release set forth herein shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.
- 39(b) Plaintiffs' Waiver of Rights Under California Civil Code Section 1542: In addition to Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

40. Release by Aggrieved Employees. On the date of funding of the entire Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or that reasonably could have been alleged, in the PAGA Notices and the Complaints based on the facts alleged therein and arising during the PAGA Period.

MOTION FOR APPROVAL OF SETTLEMENT

41. Responsibilities of Plaintiffs and PAGA Counsel: Within thirty-seven (37) calendar days of the full execution of this Settlement Agreement, Plaintiffs and PAGA Counsel shall prepare and file all documents necessary for obtaining approval of this Settlement under the PAGA, including, but not limited to: (a) the notice of motion and motion and memorandum of point and authorities in support of the motion; (b) the proposed Approval Order and Judgment. At least seven (7) calendar days prior to the filing of any settlement approval documents with the Court, PAGA Counsel shall deliver such documents to Defense Counsel for its review and approval. If the Parties disagree on any aspect of such documents, PAGA Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
42. Notice to the LWDA: PAGA Counsel shall provide the LWDA with notice of this Settlement and shall otherwise submit to the LWDA all documents in accordance with or required by the PAGA.
43. Duty to Cooperate: If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Settlement Agreement, PAGA Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Settlement Agreement and otherwise satisfy the Court's concerns. No Party shall be required to agree to any material change to this Settlement Agreement.

SETTLEMENT ADMINISTRATION

44. Selection of Administrator: The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Settlement Agreement and to perform, as a fiduciary, all duties specified in this

Settlement Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. Neither Plaintiffs, Defendant, PAGA Counsel, nor Defense Counsel shall bear any responsibility or liability for any errors or omissions committed by the Administrator.

45. Employer Identification Number: The Administrator shall have and use its own Employer Identification Number for purposes of providing all required reporting to state and federal tax authorities in connection with this Settlement Agreement.
46. Qualified Settlement Fund: The Administrator shall establish a QSF under and that meets the requirements of U.S. Treasury Regulation section 468B-1.
47. Administrator Duties: The Administrator shall perform and observe all tasks to be performed and observed by the Administrator contained in this Settlement Agreement or otherwise.

AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

48. Escalator: Defendant represents that, as of August 15, 2024, there were approximately 12,500 pay periods from July 1, 2020 to August 15, 2024. That number is expected to grow pro rata through the end of the PAGA Period. In the event the number of pay periods worked in the PAGA Period exceeds 12,500, plus expected pro rata growth by more than ten percent (10%), the Parties agree to reduce the PAGA Period to the pay period end date that reflects, but does not exceed, that total number of pay periods.

CONTINUING JURISDICTION OF THE COURT

49. Retention of Jurisdiction. The Parties agree that, after entry of Judgment, the Court shall retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes of: (a) enforcing this Settlement Agreement and/or Judgment, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as are permitted by law.
50. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions

to vacate any judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another person or entity appeals the Judgment, the Parties' obligations to perform under this Settlement Agreement shall be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

ADDITIONAL PROVISIONS

51. No Admission of Liability or Representative Manageability for Other Purposes: This Settlement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Complaints have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Actions have merit. Defendant specifically disclaims and denies any such liability or wrongdoing alleged in the Actions. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Actions, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Settlement Agreement and the Parties' willingness to settle the Actions shall have no bearing on, and shall not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Settlement Agreement).
52. Non-Evidentiary Use. Whether or not the Effective Date occurs, neither this Settlement Agreement nor any of its terms nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any of the other Released Parties, including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or by any of the other Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or any justification for subsequent civil penalties (b) disclosed, referred to, or offered in evidence against Defendant or any of the other Released Parties in any further proceeding in the Actions, or any other civil, criminal, or administrative action or proceeding, except for the purposes of effectuating the Settlement pursuant to this Settlement Agreement or for Defendant to establish that an Aggrieved Employee has resolved any of his/her

claims released through this Agreement.

53. No Publicity. Plaintiffs and PAGA Counsel agree not to disclose or publicize the Settlement, the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, and shall be contractually required to effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt, this provision means Plaintiffs and PAGA Counsel shall not issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein. However, for the limited purpose of allowing PAGA Counsel to prove adequacy as PAGA Counsel in other actions, or for purposes of seeking court approval of comparable wage and hour settlements, PAGA Counsel may disclose only information available in the public record about the Actions and Settlement.
54. No Other Actions. Apart from the Actions, neither the Parties nor their counsel are currently aware of any class, representative or other collective action in any other California court that asserts what they consider to be claims related to the Actions, nor are counsel currently aware of any persons who have an interest in pursuing litigation or seeking any recovery against Defendant for the Released PAGA Claims.
55. Integrated Agreement: Upon execution of this Settlement Agreement by all Parties and their counsel, this Settlement Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
56. Attorney Authorization: PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Settlement Agreement including any amendments to this Settlement Agreement.

57. Cooperation: The Parties and their counsel shall cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement, the Parties shall seek the assistance of a mediator and/or the Court for resolution.
58. No Prior Assignments: The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by this Settlement.
59. No Tax Advice: Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
60. Modification of Agreement: This Settlement Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their authorized representatives, and approved by the Court.
61. Agreement Binding on Successors: This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.
62. Applicable Law: All terms and conditions of this Settlement Agreement and its exhibit shall be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.
63. Cooperation in Drafting: The Parties have cooperated in the drafting and preparation of this Settlement Agreement. The Settlement Agreement shall not be construed against any Party on the basis that the Party was the drafter of the Settlement Agreement or participated in its drafting.
64. Confidentiality: To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Settlement Agreement relating to the confidentiality of information shall survive

the execution of this Settlement Agreement.

65. Use and Return of Aggrieved Employee Data: Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation of the Actions, other settlement negotiations, or in connection with this Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, law, statute, or rule of court.
66. Headings: The descriptive heading of any section or paragraph of this Settlement Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
67. Calendar Days: Unless otherwise noted, all reference to “days” in this Settlement Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first court day thereafter.
68. Notice. All notices, demands or other communications between the Parties in connection with this Settlement shall be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

PAGA Counsel:

Eric K. Yaeckel
Yaeckel@sullivanlawgroupapc.com
Sullivan & Yaeckel Law Group, APC
2330 Third Avenue
San Diego, California 92101

Raul Perez
Raul.Perez@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067

Zachary M. Crosner
zach@crosnerlegal.com
Crosner Legal, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, California 90210

Defense Counsel:

Kenneth D. Sulzer
ksulzer@constangy.com
Remy Kessler
rkessler@constangy.com
Constangy, Brooks, Smith & Prophete, LLP
2029 Century Park East, Suite 1100
Los Angeles, CA 90067

69. Execution in Counterparts: This Settlement Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Settlement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument if counsel for the Parties exchange between themselves signed counterparts. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.
70. Stay of Litigation: The Parties agree that upon the execution of this Settlement Agreement, the Actions should be stayed, except to effectuate the terms of this Settlement.

THIS SECTION LEFT BLANK

READ CAREFULLY BEFORE SIGNING

3/4/2025

Dated: _____

PLAINTIFF

DocuSigned by:

747672C236E148F...

Milipza Andrade Hernandez

PLAINTIFF

Dated: _____

Eugenia Calva de Garcia

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
[Title of Authorized Signatory]
GNIMGT, Inc.

APPROVED AS TO FORM AND CONTENT

3/5/2025

Dated: _____

SULLIVAN & YAECKEL LAW GROUP, APC

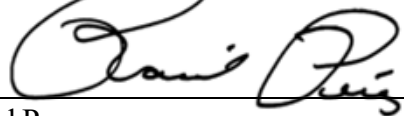


Eric K. Yaeckel
Attorneys for Plaintiff Milipza Andrade Hernandez
and all Aggrieved Employees

3/4/2025

Dated: _____

CAPSTONE LAW APC



Raul Perez
Attorneys for Plaintiff Milipza Andrade Hernandez
and all Aggrieved Employees

READ CAREFULLY BEFORE SIGNING

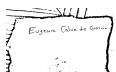
PLAINTIFF

Dated: _____

Milipza Andrade Hernandez

PLAINTIFF

Dated: 03 / 04 / 2025



Eugenia Calva de Garcia

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
[Title of Authorized Signatory]
GNIMGT, Inc.

APPROVED AS TO FORM AND CONTENT

SULLIVAN & YAECKEL LAW GROUP, APC

Dated: _____

Eric K. Yaeckel
Attorneys for Plaintiff Milipza Andrade Hernandez
and all Aggrieved Employees

CAPSTONE LAW APC

Dated: _____

Raul Perez
Attorneys for Plaintiff Milipza Andrade Hernandez
and all Aggrieved Employees

CROSNER LEGAL, PC

Dated: 03/04/2025

Zachary Crosner
Zachary Crosner
Attorneys for Plaintiff Eugenia Calva De Garcia
and all Aggrieved Employees

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

Dated: _____

Remy Kessler
Attorneys for Defendant GNIMGT, Inc.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____
Andrade Hernandez

Milipza

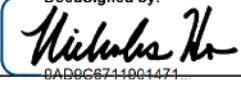
PLAINTIFF

Dated: _____
Calva de Garcia

Eugenia

DEFENDANT

Dated: 3/13/2025
Authorized Signatory]

DocuSigned by:

8AD9C6741804471
Nicholas Ho [Name of
President / COO
[Title of Authorized Signatory]
GNIMGT, Inc.

APPROVED AS TO FORM AND CONTENT

SULLIVAN & YAECKEL LAW GROUP, APC

Dated: _____

Eric K. Yaeckel
Attorneys for Plaintiff Milipza Andrade Hernandez
and all Aggrieved Employees

CAPSTONE LAW APC

Dated: _____

Raul Perez
Attorneys for Plaintiff Milipza Andrade Hernandez
and all Aggrieved Employees

CROSNER LEGAL, PC

Dated: _____

Zachary Crosner
Attorneys for Plaintiff Eugenia Calva De Garcia
and all Aggrieved Employees

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

Dated: March 14, 2025 _____



Remy Kessler
Attorneys for Defendant GNIMGT, Inc.

EXHIBIT “2”

**Eugenia Calva De Garcia, et al. v. GNIMGT, Inc., et al.
(Los Angeles County Superior Court Case No. 22STCV03262)**

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Nikki Trenner	Kiara Bramasco
Pre-filing Case Investigation	2.1	0.0	0.0	0.0
Pleadings and Law and Motion	5.5	2.8	36.1	10.5
Discovery and Post-Filing Investigation	2.3	3.1	11.4	0.0
Court Appearances	0.0	0.0	3.1	0.0
Case Management; Litigation Strategy & Analysis	5.6	6.2	7.9	0.0
Mediation and Settlement	2.2	9.4	4.7	0.8
Total Hours	17.7	21.5	63.2	11.3
Hourly Rate	\$800	\$750	\$700	\$650
Lodestar	\$14,160	\$16,125	\$44,240	\$7,345

Requested Fees: \$100,000

Requested Costs: \$35,000

Crosner Legal's Total Hours: 113.7

Crosner Legal's Total Lodestar: \$81,870.00

Details >

Pre-Litigation >

Litigation

Calva De Garcia, Eugenia (00449)v. GNIMGT, INC., (Class) Lo...

▼

00449-Calva De Garcia

▼

Calva De Garcia, Eugenia (00449)

For Attorney/In	Has any of		Entered by	is	Entered date
-----------------	------------	--	------------	----	--------------

Total Entries

44

Total Expense

\$17320.32

Print Costs

Expense Detail	Expense Amount	Expense Date	Not
First Legal Fees	\$18.70	1/22/2025	FL
☐ Case Anywhere Fees ▼	\$135.00	1/9/2025 ▼	CA
Case Anywhere Fees	\$135.00	10/24/2024	Ca
Expert Fees	\$9945.00	9/24/2024	EX
Case Anywhere Fees	\$135.00	7/8/2024	Tr
Case Anywhere Fees	\$147.00	4/3/2024	Ca
Mediation Fee	\$3125.00	1/24/2024	ME
Case Anywhere Fees	\$135.00	1/8/2024	Ca

28058

Expense Detail	Case Anywhere Fees
Expense Amount	\$45.00
Expense Date	3/5/2025
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	–
Type (from Attorney/Paralegal)	–
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	CASE ANYWHERE INV#368620

27585

Expense Detail	Case Anywhere Fees
Expense Amount	\$51.00
Expense Date	2/5/2025
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	–
Type (from Attorney/Paralegal)	–
CLIO Matter	00449-Calva De Garcia Costs Lodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	CASE ANYWHERE INV#363833 PAID ON 2/11/25

27572

Expense Detail	First Legal Fees
Expense Amount	\$18.70
Expense Date	1/22/2025
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	–
Type (from Attorney/Paralegal)	–
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	FL Invoice 10947140 - Joint Status Conference Report

27056

Expense Detail	Case Anywhere Fees
Expense Amount	\$135.00
Expense Date	1/9/2025
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	–
Type (from Attorney/Paralegal)	–
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	CASE ANYWHERE INV#355368

26676

Expense Detail	Case Anywhere Fees
Expense Amount	\$135.00
Expense Date	10/24/2024
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	-
Type (from Attorney/Paralegal)	-
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	Case Anywhere invoice - 343646

26554

Expense Detail	Expert Fees
Expense Amount	\$9945.00
Expense Date	9/24/2024
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	–
Type (from Attorney/Paralegal)	–
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	EXPERT FEES - BERGER CONSULTING - INV#12950 CK#VV1493 PAID ON 10/4/24

25880

Expense Detail

Case Anywhere Fees

Expense Amount

\$135.00

Expense Date

7/8/2024

For Attorney/Paralegal

+

Name (from Attorney/Paralegal)

-

Type (from Attorney/Paralegal)

-

CLIO Matter

00449-Calva De Garcia

Costs

Lodestar

13019151321641953445338532853455339534653295330534753315332534053485

Matter Display (from CLIO Matter)

00449-Calva De Garcia

Notes

Transaction Details

Description: Legal Support Services

Date: July 8, 2024 1:48:32 PM PDT

Paid By: AmericanExpress XXXX1002

Authorization Code: 211406

Transaction Id: 120531136476

Invoice Number(s): #332340

Total: \$135.00

16618

Expense Detail	Case Anywhere Fees
Expense Amount	\$147.00
Expense Date	4/3/2024
For Attorney/Paralegal	Maria Monterrey +
Name (from Attorney/Paralegal)	Maria Monterrey
Type (from Attorney/Paralegal)	ParalegalCurrent
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	Case Anywhere Fees Transaction Details: Description: Legal Support Services Date: April 3, 2024, 9:47:00 AM PDT Paid By: AmericanExpress XXXX1002 Authorization Code: 258971 Transaction Id: 120358308298 Invoice Number(s): #321613 Total: \$147.00

13019

Expense Detail	Mediation Fee
Expense Amount	\$3125.00
Expense Date	1/24/2024
For Attorney/Paralegal	Ashley Gutierrez +
Name (from Attorney/Paralegal)	Ashley Gutierrez
Type (from Attorney/Paralegal)	ParalegalCurrent
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	MEDIATION - KEVIN T BARNES - INV#2024-111-KB - Check #VV1260 PAID ON 2/4/24 Zachary M. Crosner, Esq. Jamie K. Serb, Esq. Michael Jones, Esq. Crosner Legal, P.C. 9440 Santa Monica Blvd., Suite 301 Beverly Hills, CA 90210 Counsel for Plaintiff, Eugenia Calva de Garcia \$3,125.00

16419

<https://airtable.com/appHgaUSBbB2X64C7/pagprbPtKjUrjViDj?6353C%3Asort=eyJwZWx3dG5PdTBrdk1lbnNzWil6eyJjb2x1bW5JZCI6ImZsZGpK...> 10/48

16559

<https://airtable.com/appHgaUSBbB2X64C7/pagprbPtKjUrjViDj?6353C%3A%3Asort=eyJwZWx3dG5PdTBrdk1lbnNzWl6eyJjb2x1bW5JZCI6ImZsZGpK...>

27571

Expense Detail	First Legal Fees
Expense Amount	\$16.51
Expense Date	1/2/2024
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	–
Type (from Attorney/Paralegal)	–
CLIO Matter	00449-Calva De Garcia Costs Lodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	FL invoice 10720051- Status Report

15132

Expense Detail	Case Anywhere Fees
Expense Amount	\$135.00
Expense Date	10/6/2023
For Attorney/Paralegal	Maria Monterrey +
Name (from Attorney/Paralegal)	Maria Monterrey
Type (from Attorney/Paralegal)	ParalegalCurrent
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	CASE ANYWHERE Calva De Garcia, et al. v. GNIMGT, Inc., et al. Invoice Num.: 301868 Invoice Date: 10/3/23 Total: \$135.0

23557

Expense Detail	First Legal Fees																				
Expense Amount	\$135.00																				
Expense Date	7/1/2023																				
For Attorney/Paralegal	Ashley Gutierrez +																				
Name (from Attorney/Paralegal)	Ashley Gutierrez																				
Type (from Attorney/Paralegal)	ParalegalCurrent																				
CLIO Matter	00449-Calva De Garcia <table><tr><td>Costs</td><td>Lodestar</td></tr><tr><td>13019</td><td>15132</td></tr><tr><td>16419</td><td>5344</td></tr><tr><td>5338</td><td>5328</td></tr><tr><td>5345</td><td>5339</td></tr><tr><td>5346</td><td>5329</td></tr><tr><td>5330</td><td>5347</td></tr><tr><td>5331</td><td>5332</td></tr><tr><td>5340</td><td>5348</td></tr><tr><td>5</td><td></td></tr></table>	Costs	Lodestar	13019	15132	16419	5344	5338	5328	5345	5339	5346	5329	5330	5347	5331	5332	5340	5348	5	
Costs	Lodestar																				
13019	15132																				
16419	5344																				
5338	5328																				
5345	5339																				
5346	5329																				
5330	5347																				
5331	5332																				
5340	5348																				
5																					
Matter Display (from CLIO Matter)	00449-Calva De Garcia																				
Notes	CASEANYWHERE - Invoice Date 7/1/23 Invoice No. 292411 Crosner Legal c/o Zachary Crosner, Esq. 9440 Santa Monica Boulevard, Suite 301 Beverly Hills, CA 90210 Billing Period: 4/1/23 - 6/30/23 Payment Due Date: 7/31/23 Case: Calva De Garcia, et al. v. GNIMGT, Inc., et al. Case Number: 21STCV43354 DESCRIPTION QTY RATE TOTAL System Access Fee 1 \$135.00/qtr \$135.00 BALANCE \$135.00																				

25291

Expense Detail	Copies (of Court Documents)
Expense Amount	\$1.00
Expense Date	5/22/2023
For Attorney/Paralegal	Ashley Boyd +
Name (from Attorney/Paralegal)	Ashley Boyd
Type (from Attorney/Paralegal)	Paralegal
CLIO Matter	00449-Calva De Garcia Costs Lodestar 13019 15132 16419 5344 5338 5328 5345 5339 5346 5329 5330 5347 5331 5332 5340 5348 5
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	RECEIPT: Fee to download Minute Order on Courts website

23036

Expense Detail	Case Anywhere Fees
Expense Amount	\$135.00
Expense Date	4/16/2023
For Attorney/Paralegal	Maria Monterrey +
Name (from Attorney/Paralegal)	Maria Monterrey
Type (from Attorney/Paralegal)	ParalegalCurrent
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	4/16/23 Invoice #283371 - Payment is Due on 5/15/23 \$135.00

Expense Detail

Arbitration Fees

\$400.00

1/12/2023

Jessica Ball +

Jessica Ball

Paralegal Current

00449-Calva De Garcia

Lodestar

13019 15132 16419 5344 5338 5328 5345 5339 5346 5329 5330 5347 5331 5332 5340 5348 5

00449-Calva De Garcia

JAMS ARB FEE

Bill To: Mr. Jonathan Stiliz Esq.

Crosner Legal, PC

9440 Santa Monica Blvd

Suite 301

Beverly Hills, CA 90210

US

Reference #:

Billing Specialist:

Email:

Telephone:

Employer ID:

5220002274 - Rep# 1

Mindiola, Nicholas

nmindiola@jamsadr.com

949-224-4626

68-0542699

RE: Calva De Garcia, Eugenia vs. GNIMGT, Inc. Neutral(s): JAMS 1-JAMS

Representing: Eugenia Calva De Garcia Hearing Type: ARBITRATION GB

Date / Time Description Your

Share

Balance: \$ 400.00

23947

Expense Detail	Case Anywhere Fees
Expense Amount	\$121.50
Expense Date	1/10/2023
For Attorney/Paralegal	Jessica Ball +
Name (from Attorney/Paralegal)	Jessica Ball
Type (from Attorney/Paralegal)	ParalegalCurrent
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	Account Summary 1/9/23 Crosner Legal 9440 Santa Monica Boulevard, Suite 301 Beverly Hills, CA 90210 Case: Calva De Garcia, et al. v. GNIMGT, Inc., et al. Case Number: 21STCV43354 Outstanding Invoices Invoice #274622 - Payment is Due on 2/3/23 \$121.50 Total Amount Outstanding \$121.50

17883

Expense Detail	First Legal Fees
Expense Amount	\$108.20
Expense Date	10/26/2022
For Attorney/Paralegal	Alberto Villavicencio +
Name (from Attorney/Paralegal)	Alberto Villavicencio
Type (from Attorney/Paralegal)	Paralegal
CLIO Matter	00449-Calva De Garcia Costs Lodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	Immediate E-filing: Proof of Service (not Summons and Complaint);Request for

19488

Expense Detail

Copies (of Court Documents)

Expense Amount

\$7.00

Expense Date

10/25/2022

For Attorney/Paralegal

Jessica Ball +

Name (from Attorney/Paralegal)

Jessica Ball

Type (from Attorney/Paralegal)

ParalegalCurrent

CLIO Matter

00449-Calva De Garcia

CostsLodestar

13019151321641953445338532853455339534653295330534753315332534053485

Matter Display (from CLIO Matter)

00449-Calva De Garcia

Notes

Case Number: 21STCV26332

Case Name: ERIC ELLIS VS WARREN PROPERTIES, INC., A CALIFORNIA CORPORATION

Case Type: CIVIL

Receipt Number: 1221025J9508

This is an automated email. Please do not reply. Replies will not be read.

Your credit card statement will reflect a charge from L.A. Superior Court.

Your receipt number is 1221025J9508

The actual amount charged is indicated below.

Transaction Date: 10/25/2022 16:48:03

Credit Card Number: ...0176

Credit Card Type: Visa

Bill to:

Zach Crosner

9440 Santa Monica Blvd.

301

Beverly Hills, CA 90210

Case Number: 21STCV26332

Case Name: ERIC ELLIS VS WARREN PROPERTIES, INC., A CALIFORNIA CORPORATION

Purchased Documents:

Total: \$7.00

You may use the following link to retrieve the document purchased on this transaction

This link is valid for 30 days from the date of this receipt

18274

Expense Detail

Copies (of Court Documents)

Expense Amount

\$2.00

Expense Date

10/24/2022

For Attorney/Paralegal

Jessica Ball +

Name (from Attorney/Paralegal)

Jessica Ball

Type (from Attorney/Paralegal)

ParalegalCurrent

CLIO Matter

00449-Calva De Garcia

CostsLodestar

13019151321641953445338532853455339534653295330534753315332534053485

Matter Display (from CLIO Matter)

00449-Calva De Garcia

Notes

This is an automated email. Please do not reply. Replies will not be read.

Your credit card statement will reflect a charge from L.A. Superior Court.

Your receipt number is 1221024J0957

The actual amount charged is indicated below.

Transaction Date: 10/24/2022 15:38:46

Credit Card Number: ...0176

Credit Card Type: Visa

Bill to:

Zach Crosner

9440 Santa Monica Blvd.

301

Beverly Hills, CA 90210

Case Number: 21STCV43354

Case Name: EUGENIA CALVA DE GARCIA VS GNIMGT, INC., ET AL.

Case Type: CIVIL

Purchased Documents:

8/5/2022 - Minute Order - MINUTE ORDER (INITIAL STATUS CONFERENCE;) 1-2 (2 pages total) \$2.00

Total: \$2.00

19022

Expense Detail

Case Anywhere Fees

Expense Amount

\$95.85

Expense Date

10/5/2022

For Attorney/Paralegal

Ashley Gutierrez +

Name (from Attorney/Paralegal)

Ashley Gutierrez

Type (from Attorney/Paralegal)

Paralegal

Current

CLIO Matter

00449-Calva De Garcia

CostsLodestar

13019151321641953445338532853455339534653295330534753315332534053485

Matter Display (from CLIO Matter)

00449-Calva De Garcia

Notes

CASEANYWHERE -

Invoice Crosner Legal c/o Michael Crosner, Esq. 9440 Santa Monica Boulevard, Suite 301 Beverly Hills, CA 90210 Billing Period: 7/28/22 - 9/30/22 Payment Due Date: 11/4/22 Case: Calva De Garcia, et al. v. GNIMGT, Inc., et al. Case Number: 21STCV43354 DESCRIPTION Date Invoice No. 10/5/22 266055 QTY System Access Fee 1 RATE \$135.00/qtr TOTAL \$95.85 BALANCE Please remit payment within 30 days. Thank you for your business. Send payments indicating the Invoice Number to: Case Anywhere LLC 21860 Burbank Blvd., Suite 125 Woodland Hills, CA 91367 Visit https://pay.caseanywhere.com to pay by credit card Federal Tax Identification Number: 90-0274070 All prices of taxable items include sales tax reimbursement computed to the nearest mill \$95.85

18643

Expense Detail

Copies (of Court Documents)

Expense Amount

\$32.20

Expense Date

9/15/2022

For Attorney/Paralegal

Jessica Ball +

Name (from Attorney/Paralegal)

Jessica Ball

Type (from Attorney/Paralegal)

ParalegalCurrent

CLIO Matter

00449-Calva De Garcia

CostsLodestar

13019151321641953445338532853455339534653295330534753315332534053485

Matter Display (from CLIO Matter)

00449-Calva De Garcia

Notes

This is an automated email. Please do not reply. Replies will not be read.

Your credit card statement will reflect a charge from L.A. Superior Court.

Your receipt number is 1220914J7950

The actual amount charged is indicated below.

Transaction Date: 09/14/2022 16:49:49

Credit Card Number: ...0176

Credit Card Type: Visa

Bill to:

Zach Crosner

9440 Santa Monica Blvd.

301

Beverly Hills, CA 90210

Case Number: 21STCV43354

Case Name: EUGENIA CALVA DE GARCIA VS GNIMGT, INC., ET AL.

Case Type: CIVIL

Purchased Documents:

9/6/2022 - Declaration - DECLARATION OF REMY KESSLER IN SUPPORT OF DEFENDANTS GNIMGT, INC. AND GOOD NITE INN SYLMAR, INC.'S MOTION (1) TO COMPEL ARBITRATION AND (2) TO DISMISS ACTION OR, IN THE ALTERNATIVE, TO STAY ALL PROCEEDINGS; EXHIBIT 1-26 (26 pages total) \$13.40

9/6/2022 - Motion to Compel Arbitration - DEFENDANTS GNIMGT, INC. AND GOOD NITE INN SYLMAR, INC.'S NOTICE OF MOTION AND MOTION (1) TO COMPEL ARBITRATION AND (2) TO DISMISS ACTION OR, IN THE ALTERNATIVE, TO STAY ALL PROCEEDINGS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF 1-20 (20 pages total)
\$11.00

Transaction Remarks: 21STCV43354

This link is valid for 30 days from the date of this receipt

18021

Expense Detail	Postage and Delivery Fees (Letterstream)
Expense Amount	\$10.13
Expense Date	7/28/2022
For Attorney/Paralegal	Jessica Ball +
Name (from Attorney/Paralegal)	Jessica Ball
Type (from Attorney/Paralegal)	ParalegalCurrent
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	RECEIPT LetterStream, Inc. Joint CMC Stmt. 8551 East Anderson Dr Suite 108 Scottsdale, AZ 85255-5451 480-473-3282 07/28/2022 10:22:51 MST --- S A L E --- Merchant ID Batch ID Tran ID4274396 Acct #* Auth Code Ref # Total: \$10.13

27569

Expense Detail	First Legal Fees
Expense Amount	\$37.70
Expense Date	7/28/2022
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	-
Type (from Attorney/Paralegal)	-
CLIO Matter	00449-Calva De Garcia Costs Lodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	FL Invoice 10524584 - JOINT INITIAL STATUS CONFERENCE CLASS ACTION RESPONSE ST

27568

Expense Detail	First Legal Fees
Expense Amount	\$37.70
Expense Date	7/25/2022
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	-
Type (from Attorney/Paralegal)	-
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	FL Invoice 10524568- NOTICE OF CONTINUED INITIAL CASE MANAGEMENT CONFERENCE

20466

Expense Detail	Postage and Delivery Fees (Letterstream)
Expense Amount	\$7.98
Expense Date	7/22/2022
For Attorney/Paralegal	Ashley Gutierrez +
Name (from Attorney/Paralegal)	Ashley Gutierrez
Type (from Attorney/Paralegal)	ParalegalCurrent
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	RECEIPT - Notice of CMC LetterStream, Inc. 8551 East Anderson Dr Suite 108 Scottsdale, AZ 85255-5451 480-473-3282 07/22/2022 21:00:15 MST --- S A L E --- Merchant ID Batch ID Tran ID4259239 Acct #* Auth Code Ref # Total: \$7.98

Expense Detail

Copies (of Court Documents)

\$5.40

7/22/2022

Jessica Ball +

Jessica Ball

Paralegal Current

00449-Calva De Garcia

Costs			Lodestar													
13019	15132	16419	5344	5338	5328	5345	5339	5346	5329	5330	5347	5331	5332	5340	5348	5

00449-Calva De Garcia

This is an automated email. Please do not reply. Replies will not be read.
Your credit card statement will reflect a charge from L.A. Superior Court.

Your receipt number is 1220722J7017
The actual amount charged is indicated below.
Transaction Date: 07/22/2022 15:53:12
Credit Card Number: ...0176
Credit Card Type: Visa

Bill to:
Zachary Crosner
9440 Santa Monica Blvd.
301
Beverly Hills, CA 90210

Case Number: 21STCV43354
Case Name: EUGENIA CALVA DE GARCIA VS GNIMGT, INC., ET AL.
Case Type: CIVIL

Purchased Documents:

5/18/2022 - Initial Status Conference Order 1-6 (6 pages total) \$5.40

Total: \$5.40

You may use the following link to retrieve the document purchased on this transaction
This link is valid for 30 days from the date of this receipt

<https://airtable.com/appHgaUSBbB2X64C7/pagprbPtKjUrjViDj?6353C%3A-sort=eyJwZWxzdG5PdTBrdk1lbmNzWl6eyJjb2x1bW5JZCI6ImZsZGpK...>

20309

Expense Detail	Postage and Delivery Fees (Letterstream)
Expense Amount	\$4.40
Expense Date	5/23/2022
For Attorney/Paralegal	Jessica Ball +
Name (from Attorney/Paralegal)	Jessica Ball
Type (from Attorney/Paralegal)	ParalegalCurrent
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	RECEIPT LetterStream, Inc. Ntc. of CMC 8551 East Anderson Dr Suite 108 Scottsdale, AZ 85255-5451 480-473-3282 05/23/2022 17:47:40 MST --- S A L E --- Merchant ID Batch ID Tran ID4061223 Acct #* Auth Code Ref # Total: \$4.40

27567

Expense Detail	First Legal Fees
Expense Amount	\$79.20
Expense Date	5/23/2022
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	-
Type (from Attorney/Paralegal)	-
CLIO Matter	00449-Calva De Garcia Costs Lodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	FL Invoice 10506079 - CASE MANAGEMENT CONFERENCE AND COURTS MINUTE ORDER RE

18805

Expense Detail	Postage and Delivery Fees (Letterstream)
Expense Amount	\$7.88
Expense Date	4/12/2022
For Attorney/Paralegal	Jessica Ball +
Name (from Attorney/Paralegal)	Jessica Ball
Type (from Attorney/Paralegal)	ParalegalCurrent
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	RECEIPT LetterStream, Inc. Notce of Case Reassignment 8551 East Anderson Dr Suite 108 Scottsdale, AZ 85255-5451 480-473-3282 04/12/2022 11:29:58 MST --- S A L E --- Merchant ID Batch ID Tran ID3917417 Acct #* Auth Code Ref # Total: \$7.88

27566

Expense Detail	First Legal Fees
Expense Amount	\$37.70
Expense Date	4/12/2022
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	-
Type (from Attorney/Paralegal)	-
CLIO Matter	00449-Calva De Garcia Costs Lodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	FL Invoice10492883- NOTICE OF CASE REASSIGNMENT

Expense Detail

Court Filing Fees (Direct Filings through Court Portal - NOT First Legal)

\$2.25

1/26/2022

Jessica Ball +

Jessica Ball

Paralegal Current

00449-Calva De Garcia

Costs

Lodestar

13019 15132 16419 5344 5338 5328 5345 5339 5346 5329 5330 5347 5331 5332 5340 5348 5

00449-Calva De Garcia

Superior Court of California

County of Los Angeles

POS re Summons

Receipt EFM-2022-4280869.1

Date: 1/21/22 3:17 PM

Time: 1/21/22 3:17 PM

CASE # 21STCV43354

EUGENIA CALVA DE GARCIA vs GNIMGT,

Court Transaction Fee 2.25

Case Total: 2.25

Total Paid: 2.25

27565

Expense Detail	First Legal Fees
Expense Amount	\$37.70
Expense Date	1/21/2022
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	-
Type (from Attorney/Paralegal)	-
CLIO Matter	00449-Calva De Garcia Costs Lodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	FL Invoice - 10466389 - Proof of Service by Substituted Service;Proof of Service

22047

Expense Detail	First Legal Fees
Expense Amount	\$59.20
Expense Date	1/20/2022
For Attorney/Paralegal	Alberto Villavicencio +
Name (from Attorney/Paralegal)	Alberto Villavicencio
Type (from Attorney/Paralegal)	Paralegal
CLIO Matter	00449-Calva De Garcia Costs Lodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	Summon, Class Action Complaint, Civil Case Cover Sheet, Nicholas Ho, Agent f or Service of Proces s Env#: 6585629 Signed: Catherine Paine Ref: 00449-CALVA

22315

Expense Detail	First Legal Fees
Expense Amount	\$144.20
Expense Date	1/20/2022
For Attorney/Paralegal	Alberto Villavicencio +
Name (from Attorney/Paralegal)	Alberto Villavicencio
Type (from Attorney/Paralegal)	Paralegal
CLIO Matter	00449-Calva De Garcia Costs Lodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	Summon, Class Action Complaint, Civil Case Cover Sheet, Nicholas Ho, Agent f or Service of Process Env#: 6585632 Signed: Catherine Paine Ref: 00449-CALVA

18034

Expense Detail

Copies (of Court Documents)

Expense Amount

\$2.00

Expense Date

1/3/2022

For Attorney/Paralegal

Jessica Ball +

Name (from Attorney/Paralegal)

Jessica Ball

Type (from Attorney/Paralegal)

ParalegalCurrent

CLIO Matter

00449-Calva De Garcia

CostsLodestar

13019151321641953445338532853455339534653295330534753315332534053485

Matter Display (from CLIO Matter)

00449-Calva De Garcia

Notes

Your credit card statement will reflect a charge from L.A. Superior Court.

Your receipt number is 1220103J7881

The actual amount charged is indicated below.

Transaction Date: 01/03/2022 09:34:35

Credit Card Number: ...2867

Credit Card Type: Visa

Bill to:

Zachary Crosner

9440 Santa Monica Blvd., Ste. 301

Beverly Hills, CA 90210

Case Number: 21STCV43354

Case Name: EUGENIA CALVA DE GARCIA VS GNIMGT, INC., ET AL.

Case Type: CIVIL

Purchased Documents:

12/3/2021 - Certificate of Mailing for - CERTIFICATE OF MAILING FOR (COURT ORDER RE PEREMPTORY CHALLENGE TO JUDICIAL OFFICER (CODE...) OF 12/03/2021 1-1 (1 pages total) \$1.00

12/3/2021 - Minute Order - MINUTE ORDER (COURT ORDER RE PEREMPTORY CHALLENGE TO JUDICIAL OFFICER (CODE...) 1-1 (1 pages total) \$1.00

Total: \$2.00

Transaction Remarks: 21STCV43354

27564

Expense Detail	First Legal Fees
Expense Amount	\$41.25
Expense Date	11/29/2021
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	–
Type (from Attorney/Paralegal)	–
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	FL Invoice 10450677 - PEREMPTORY CHALLENGE

Notes

FL Invoice - 10450672 Initial Court Filing Fee

20831

Expense Detail	Postage and Delivery Fees (Letterstream)
Expense Amount	\$31.71
Expense Date	11/19/2021
For Attorney/Paralegal	Ashley Gutierrez +
Name (from Attorney/Paralegal)	Ashley Gutierrez
Type (from Attorney/Paralegal)	ParalegalCurrent
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	RECEIPT - Amended PAGA Notice #2 LetterStream, Inc. 8551 East Anderson Dr Suite 108 Scottsdale, AZ 85255-5451 480-473-3282 11/19/2021 13:16:21 MST --- S A L E --- Merchant ID Batch ID Tran ID3384389 Acct #* Auth Code Ref # Total: \$31.71

19362

Expense Detail	Postage and Delivery Fees (Letterstream)
Expense Amount	\$31.35
Expense Date	11/17/2021
For Attorney/Paralegal	Ashley Gutierrez +
Name (from Attorney/Paralegal)	Ashley Gutierrez
Type (from Attorney/Paralegal)	ParalegalCurrent
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	RECEIPT - PAGA Notice LetterStream, Inc. 8551 East Anderson Dr Suite 108 Scottsdale, AZ 85255-5451 480-473-3282 11/17/2021 13:41:01 MST --- S A L E --- Merchant ID Batch ID Tran ID3374677 Acct #* Auth Code Ref # Total: \$31.35

20612

Expense Detail	PAGA Notice Filing Fee (LWDA)
Expense Amount	\$75.00
Expense Date	10/20/2021
For Attorney/Paralegal	Zach Crosner +
Name (from Attorney/Paralegal)	Zach Crosner
Type (from Attorney/Paralegal)	Attorney Current
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	Initial PAGA Filing

22249

Expense Detail	Postage and Delivery Fees (Letterstream)
Expense Amount	\$37.50
Expense Date	10/20/2021
For Attorney/Paralegal	Zach Crosner +
Name (from Attorney/Paralegal)	Zach Crosner
Type (from Attorney/Paralegal)	Attorney Current
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	Letterstream Rcpt - PAGA Ntcs

21664

Expense Detail	Postage and Delivery Fees (Letterstream)
Expense Amount	\$24.36
Expense Date	10/6/2021
For Attorney/Paralegal	Zach Crosner +
Name (from Attorney/Paralegal)	Zach Crosner
Type (from Attorney/Paralegal)	Attorney Current
CLIO Matter	00449-Calva De Garcia CostsLodestar 13019151321641953445338532853455339534653295330534753315332534053485
Matter Display (from CLIO Matter)	00449-Calva De Garcia
Notes	Letterstream Rcpt - 226 Ltrs

Calva De Garcia, Eugenia (00552) v. GNIMGT, INC., (PAGA) L...

▼

00552-Calva De Garcia

▼

Details >

Pre-Litigation >

Litigation

Calva De Garcia, Eugenia (00552)

Costs

Expense Detail

is

Select an option

Expense Date

is

exact date

▼

Enter a date

GMT

For Attorney/...

has any of

+

...

Entered By

is

Select a user

Total Entries

40

Total Expense

\$1889.45

Print Costs

Expense Detail	Expense Amount	Expense Date	Not
First Legal Fees	\$18.70	3/21/2025	FL
First Legal Fees	\$39.50	1/31/2025	FL
Postage and Delivery Fees (Letterstream)	\$2.18	1/30/2025	00
First Legal Fees	\$18.70	1/10/2025	FL

28541

Expense Detail	First Legal Fees
Expense Amount	\$18.70
Expense Date	3/21/2025
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	-
Type (from Attorney/Paralegal)	-
CLIO Matter	00552-Calva De Garcia CostsLodestar 16493182291826253645371537253735374536553665375536753685376537753785
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	FL Invoice 10989001 - Amended Complaint;Proof of Service (not Summons and Comp

28538

Expense Detail	First Legal Fees
Expense Amount	\$39.50
Expense Date	1/31/2025
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	–
Type (from Attorney/Paralegal)	–
CLIO Matter	00552-Calva De Garcia CostsLodestar 16493182291826253645371537253735374536553665375536753685376537753785
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	FL Invoice 10959467- JOINT STIPULATION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT

27456

Expense Detail	Postage and Delivery Fees (Letterstream)
Expense Amount	\$2.18
Expense Date	1/30/2025
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	–
Type (from Attorney/Paralegal)	–
CLIO Matter	00552-Calva De Garcia CostsLodestar 16493182291826253645371537253735374536553665375536753685376537753785
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	00552 - Garcia - FAC (#10985618)

27563

Expense Detail	First Legal Fees
Expense Amount	\$18.70
Expense Date	1/10/2025
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	–
Type (from Attorney/Paralegal)	–
CLIO Matter	00552-Calva De Garcia Costs Lodestar 16493182291826253645371537253735374536553665375536753685376537753785
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	FI Invoice 10939837 - Case Management Statement;Proof of Service (not Summons

Expense Detail

First Legal Fees

\$16.15

1/8/2024

Ashley Gutierrez +

Ashley Gutierrez

Paralegal Current

00552-Calva De Garcia

Costs

Lodestar

16493 18229 18262 5364 5371 5372 5373 5374 5365 5366 5375 5367 5368 5376 5377 5378 5

00552-Calva De Garcia

STATUS REPORT - FL INV#10720050

1/02/24 5565136 DEF Crosner Legal PC Los Angeles Civil Base Chg : 11.95

9440 Santa Monica Blvd. Electronic Filing AddtlChgs: 4.20 16.15

DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000

Caller: Mathew Adame

22STCV03262

EUGENIA CALVA DE GARCIA vs GNIMGT, INC., et al.

Status Report

Env#: 8833483

Signed: Accepted Ref: 00552 - GARCIA

24153

Expense Detail

Copies (of Court Documents)

Expense Amount

\$4.00

Expense Date

1/26/2023

For Attorney/Paralegal

Jessica Ball +

Name (from Attorney/Paralegal)

Jessica Ball

Type (from Attorney/Paralegal)

ParalegalCurrent

CLIO Matter

00552-Calva De Garcia

CostsLodestar

16493182291826253645371537253735374536553665375536753685376537753785

Matter Display (from CLIO Matter)

00552-Calva De Garcia

Notes

Copy of Court Order

Superior Court of California, County of Riverside Paid Searches and Documents Payment Receipt

Order Information

Description: Paid Documents

Invoice Number PR-EDUPZBSGZBQHZFO68

Customer ID 148015

Billing Information

Zach Crosner

Crosner Legal

9440 Santa Monica Blvd., 301

Beverly Hills, California 90210

US

jessica@crosnerlegal.com

3102413714 Shipping Information

Item NameDescriptionQtyTaxableUnit PriceItem Total

1DOCUMENT_DOWNLOADPaid Documents1N\$4.00 (USD)\$4.00 (USD)

Total: \$4.00 (USD)

Payment Information

Date/Time: 26-Jan-2023 8:52:27 PST

Transaction ID: 64173123904

Payment Method: Visa xxxx0176

Transaction Type: Purchase

Auth Code: 06834G

For additional assistance contact Journal Technologies: Support 877.587.8927 Option 5

Expense Detail

First Legal Fees

\$37.70

12/31/2022

Ashley Gutierrez +

Ashley Gutierrez

Paralegal Current

00552-Calva De Garcia

Costs

Lodestar

16493 18229 18262 5364 5371 5372 5373 5374 5365 5366 5375 5367 5368 5376 5377 5378 5

00552-Calva De Garcia

CMC STATEMENT - FL INV#10577210

12/28/22 5185358 EFL Crosner Legal PC LASC-LOS ANGELES Base Chg : 33.50

9440 Santa Monica Blvd. 111 NORTH HILL STREET Addt'l Chgs: 4.20 37.70

E-FILING BEVERLY HILLS CA 90210 LOS ANGELES CA 90012

Caller: Jessica Carr

22STCV03262

EUGENIA CALVA DE GARCIA vs GNIMGT, INC., et al.

Case Management Statement; Proof of Service (not Summons)

FILE/CONFORM/RETURN

PDF ALL RETURNS

Env#: 6901140

Signed: Accepted Ref: 00552-CALVA

24031

Expense Detail	Postage and Delivery Fees (Letterstream)																				
Expense Amount	\$5.77																				
Expense Date	12/28/2022																				
For Attorney/Paralegal	Jessica Ball +																				
Name (from Attorney/Paralegal)	Jessica Ball																				
Type (from Attorney/Paralegal)	ParalegalCurrent																				
CLIO Matter	00552-Calva De Garcia <table><tr><td>Costs</td><td>Lodestar</td></tr><tr><td>16493</td><td>18229</td></tr><tr><td>18262</td><td>5364</td></tr><tr><td>5371</td><td>5372</td></tr><tr><td>5373</td><td>5374</td></tr><tr><td>5365</td><td>5366</td></tr><tr><td>5375</td><td>5367</td></tr><tr><td>5368</td><td>5376</td></tr><tr><td>5377</td><td>5378</td></tr><tr><td>5</td><td></td></tr></table>	Costs	Lodestar	16493	18229	18262	5364	5371	5372	5373	5374	5365	5366	5375	5367	5368	5376	5377	5378	5	
Costs	Lodestar																				
16493	18229																				
18262	5364																				
5371	5372																				
5373	5374																				
5365	5366																				
5375	5367																				
5368	5376																				
5377	5378																				
5																					
Matter Display (from CLIO Matter)	00552-Calva De Garcia																				
Notes	RECEIPT LetterStream, Inc. 8551 East Anderson Dr Suite 108 Scottsdale, AZ 85255-5451 480-473-3282 12/28/2022 15:47:39 MST --- S A L E --- Merchant ID Batch ID Tran ID4727902 Acct #* Auth Code Ref # Total: \$5.77																				

27561

Expense Detail	First Legal Fees
Expense Amount	\$37.70
Expense Date	12/28/2022
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	-
Type (from Attorney/Paralegal)	-
CLIO Matter	00552-Calva De Garcia CostsLodestar 16493182291826253645371537253735374536553665375536753685376537753785
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	FL Invoice 10577210 - Case Management Statement;Proof of Service (not Summons

Expense Detail

First Legal Fees

\$37.70

11/23/2022

Ashley Gutierrez +

Ashley Gutierrez

Paralegal Current

00552-Calva De Garcia

Lodestar

16493 18229 18262 5364 5371 5372 5373 5374 5365 5366 5375 5367 5368 5376 5377 5378 5

00552-Calva De Garcia

INV#10564030- FL - Case Management Statement;Proof of Service by Mail

Signed: Accepted Ref: 00552-CALVA

22218

Expense Detail	Postage and Delivery Fees (Letterstream)
Expense Amount	\$5.77
Expense Date	11/17/2022
For Attorney/Paralegal	Jessica Ball +
Name (from Attorney/Paralegal)	Jessica Ball
Type (from Attorney/Paralegal)	ParalegalCurrent
CLIO Matter	00552-Calva De Garcia CostsLodestar 16493182291826253645371537253735374536553665375536753685376537753785
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	RECEIPT LetterStream, Inc. 8551 East Anderson Dr Suite 108 Scottsdale, AZ 85255-5451 480-473-3282 11/17/2022 15:19:09 MST --- S A L E --- Merchant ID Batch ID Tran ID4615565 Acct #* Auth Code Ref # Total: \$5.77

27560

Expense Detail	First Legal Fees
Expense Amount	\$37.70
Expense Date	11/17/2022
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	-
Type (from Attorney/Paralegal)	-
CLIO Matter	00552-Calva De Garcia CostsLodestar 16493182291826253645371537253735374536553665375536753685376537753785
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	FL Invoice 10564030 - Case Management Statement;Proof of Service by Mail

Expense Detail	First Legal Fees
Expense Amount	\$37.70
Expense Date	10/18/2022
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	—
Type (from Attorney/Paralegal)	—
CLIO Matter	00552-Calva De Garcia CostsLodestar 16493182291826253645371537253735374536553665375536753685376537753785
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	FL Invoice 10554473 - Case Management Statement;Proof of Service (not Summons

27559

Expense Detail	First Legal Fees
Expense Amount	\$11.50
Expense Date	10/18/2022
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	–
Type (from Attorney/Paralegal)	–
CLIO Matter	00552-Calva De Garcia CostsLodestar 16493182291826253645371537253735374536553665375536753685376537753785
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	FL Invoice 10554474 -CMS, POS

20436

Expense Detail

Copies (of Court Documents)

Expense Amount

\$17.60

Expense Date

10/17/2022

For Attorney/Paralegal

Jessica Ball +

Name (from Attorney/Paralegal)

Jessica Ball

Type (from Attorney/Paralegal)

ParalegalCurrent

CLIO Matter

00552-Calva De Garcia

CostsLodestar

16493182291826253645371537253735374536553665375536753685376537753785

Matter Display (from CLIO Matter)

00552-Calva De Garcia

Notes

his is an automated email. Please do not reply. Replies will not be read.

Your credit card statement will reflect a charge from L.A. Superior Court.

Your receipt number is 1221017J7473

The actual amount charged is indicated below.

Transaction Date: 10/17/2022 13:40:23

Credit Card Number: ...0176

Credit Card Type: Visa

Bill to:

Zach Crosner

9440 Santa Monica Blvd.

301

Beverly Hills, CA 90210

Case Number: 22STCV03262

Case Name: EUGENIA CALVA DE GARCIA VS GNIMGT, INC., ET AL.

Case Type: CIVIL

Purchased Documents:

10/12/2022 - Certificate of Mailing for - CERTIFICATE OF MAILING FOR (RULING ON SUBMITTED MATTER) OF 10/12/2022, ORDER RE: DEFENDANTS GNIMGT, INC. AND GOOD NITE INN SYLMAR, INC.'S MOTION TO COMPEL ARBITRATION 1-1 (1 pages total) \$1.00

10/12/2022 - Minute Order - MINUTE ORDER (RULING ON SUBMITTED MATTER) 1-2 (2 pages total) \$2.00

10/10/2022 - Order - ORDER RE: DEFENDANTS GNIMGT, INC. AND GOOD NITE INN SYLMAR, INC.'S MOTION TO COMPEL ARBITRATION 1-29 (29 pages total) \$14.60

Total: \$17.60

Transaction Remarks: 22STCV03262

You may use the following link to retrieve the document purchased on this transaction

This link is valid for 30 days from the date of this receipt

<https://www.lacourt.org/documentimages/reports/docslink.aspx?index=13387473!1221017J7473!la99gst>

19269

Expense Detail

Copies (of Court Documents)

Expense Amount

\$5.00

Expense Date

9/6/2022

For Attorney/Paralegal

Jessica Ball +

Name (from Attorney/Paralegal)

Jessica Ball

Type (from Attorney/Paralegal)

ParalegalCurrent

CLIO Matter

00552-Calva De Garcia

CostsLodestar

16493182291826253645371537253735374536553665375536753685376537753785

Matter Display (from CLIO Matter)

00552-Calva De Garcia

Notes

Order Information

Description: Paid Documents

Invoice Number PR-BBMYZP6NUF2UCY9KM

Customer ID 148015

Billing Information

Zach Crosner

Crosner Legal

9440 Santa Monica Blvd., 301

Beverly Hills, California 90210

US

jessica@crosnerlegal.com

3102413714 Shipping Information

Item NameDescriptionQtyTaxableUnit PriceItem Total

1DOCUMENT_DOWNLOADPaid Documents1N\$5.00 (USD)\$5.00 (USD)

Total: \$5.00 (USD)

Payment Information

Date/Time: 6-Sep-2022 10:37:06 PDT

Transaction ID: 63917214244

Payment Method: Visa xxxx0176

Transaction Type: Purchase

Auth Code: 01204G

Merchant Contact Information

SMT Court Epay Fine Pmt

LOS ANGELES, CA 90012

US

hoa_to@dailyjournal.com

For additional assistance contact Journal Technologies: Support 877.587.8927 Option 5

19435

<https://airtable.com/appHgaUSBbB2X64C7/pagprbPtKjUrjViDj?6353C%3A%3Asort=eyJwZWx3dG5PdTBrdk1lbnNzWl6eyJjb2x1bW5JZCI6ImZsZGpK...>

21917

Expense Detail

Copies (of Court Documents)

Expense Amount

\$3.00

Expense Date

9/6/2022

For Attorney/Paralegal

Jessica Ball +

Name (from Attorney/Paralegal)

Jessica Ball

Type (from Attorney/Paralegal)

ParalegalCurrent

CLIO Matter

00552-Calva De Garcia

CostsLodestar

16493182291826253645371537253735374536553665375536753685376537753785

Matter Display (from CLIO Matter)

00552-Calva De Garcia

Notes

Order Information

Description: Paid Documents

Invoice Number PR-KFUHNTPSIWFFPDCG

Customer ID 148015

Billing Information

Zach Crosner

Crosner Legal

9440 Santa Monica Blvd., 301

Beverly Hills, California 90210

US

jessica@crosnerlegal.com

3102413714 Shipping Information

Item NameDescriptionQtyTaxableUnit PriceItem Total

1DOCUMENT_DOWNLOADPaid Documents1N\$3.00 (USD)\$3.00 (USD)

Total: \$3.00 (USD)

Payment Information

Date/Time: 6-Sep-2022 9:44:50 PDT

Transaction ID: 63917074806

Payment Method: Visa xxxx0176

Transaction Type: Purchase

Auth Code: 03530G

Merchant Contact Information

SMT Court Epay Fine Pmt

For additional assistance contact Journal Technologies: Support 877.587.8927 Option 5

22255

Total: \$16.60

27556

Expense Detail	First Legal Fees
Expense Amount	\$108.20
Expense Date	9/6/2022
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	–
Type (from Attorney/Paralegal)	–
CLIO Matter	00552-Calva De Garcia CostsLodestar 16493182291826253645371537253735374536553665375536753685376537753785
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	FL Invoice 10541678 - Proof of Service by Mail;Request for Judicial Notice;PLA

27557

Expense Detail	First Legal Fees
Expense Amount	\$66.32
Expense Date	9/6/2022
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	-
Type (from Attorney/Paralegal)	-
CLIO Matter	00552-Calva De Garcia Costs Lodestar 16493182291826253645371537253735374536553665375536753685376537753785
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	FL Invoice 10541679 - SUPPL BRIEF,POS,RJN

19748

Expense Detail

Copies (of Court Documents)

Expense Amount

\$45.80

Expense Date

9/2/2022

For Attorney/Paralegal

Jessica Ball +

Name (from Attorney/Paralegal)

Jessica Ball

Type (from Attorney/Paralegal)

ParalegalCurrent

CLIO Matter

00552-Calva De Garcia

CostsLodestar

16493182291826253645371537253735374536553665375536753685376537753785

Matter Display (from CLIO Matter)

00552-Calva De Garcia

Notes

Copies for Case No. 21STCV22158

This is an automated email. Please do not reply. Replies will not be read.

Your credit card statement will reflect a charge from L.A. Superior Court.

Your receipt number is 1220902J8505

The actual amount charged is indicated below.

Transaction Date: 09/02/2022 11:56:24

Credit Card Number: ...0176

Credit Card Type: Visa

Bill to:

Zach Crosner

9440 Santa Monica Blvd.

301

Beverly Hills, CA 90210

Case Number: 21STCV22158

Case Name: CASSONDRA HOLLMAN VS AYA HEALTHCARE, INC.

Case Type: CIVIL

Purchased Documents:

9/1/2022 - Minute Order - MINUTE ORDER (HEARING ON MOTION TO COMPEL ARBITRATION AND STAY COURT ACTION...) 1-8 (8 pages total) \$6.20

8/10/2022 - Request for Judicial Notice 1-67 (67 pages total) \$29.80

8/10/2022 - Opposition - OPPOSITION PLAINTIFF'S OPPOSITION TO DEFENDANT AYA HEALTHCARE, INC.'S AMENDED MOTION TO COMPEL ARBITRATION AND STAY ACTION AND JOINDER 1-17 (17 pages total) \$9.80

Total: \$45.80

Transaction Remarks: 21STCV22158

You may use the following link to retrieve the document purchased on this transaction

This link is valid for 30 days from the date of this receipt

21952

Expense Detail	Court Reporter Fee
Expense Amount	\$112.00
Expense Date	9/2/2022
For Attorney/Paralegal	Jessica Ball +
Name (from Attorney/Paralegal)	Jessica Ball
Type (from Attorney/Paralegal)	Paralegal Current
CLIO Matter	00552-Calva De Garcia Costs Lodestar 16493 18229 18262 5364 5371 5372 5373 5374 5365 5366 5375 5367 5368 5376 5377 5378 5
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	Court Reporter for hearing re MTC Arb. INVOICE Certified Copy Transcript

Expense Detail

Copies (of Court Documents)

\$3.00

8/25/2022

Ashley Gutierrez +

Ashley Gutierrez

Paralegal Current

00552-Calva De Garcia

Costs

Lodestar

16493 18229 18262 5364 5371 5372 5373 5374 5365 5366 5375 5367 5368 5376 5377 5378 5

00552-Calva De Garcia

----- Forwarded message -----

From: Auto-Receipt noreply@mail.authorize.net

Date: Thu, Aug 25, 2022 at 1:48 PM

Subject: Transaction Receipt from SMT Court Epay Fine Pmt for \$3.00 (USD)

To: Gwendolyne Trenner nikki@crosnerlegal.com

Superior Court of California, County of Riverside Paid Searches and Documents Payment Receipt

Order Information

Description: Paid Documents

Invoice Number PR-D7QLZSSTRPMMHYRNO

Customer ID 99729

Billing Information

Gwendolyne Trenner

10974 Easthaven Ct

Santee, CA 92071

US

nikki@crosnerlegal.com

16193326385 Shipping Information

Item Name	Description	Qty	Taxable	Unit Price	Item Total
-----------	-------------	-----	---------	------------	------------

1 DOCUMENT DOWNLOAD Paid Documents 1 N \$3.00 (USD) \$3.00 (USD)

Total: \$3.00 (USD)

Payment Information

Auth Code: 793236

For additional assistance contact Journal Technologies: Support 877.587.8927 Option 5

27554

Expense Detail	First Legal Fees
Expense Amount	\$37.70
Expense Date	8/12/2022
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	—
Type (from Attorney/Paralegal)	—
CLIO Matter	00552-Calva De Garcia Costs Lodestar 16493182291826253645371537253735374536553665375536753685376537753785
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	FL Invoice 10532924 - DECLARATION OF NIKKI TRENNER, ESQ. IN SUPPORT OF PLAINTIFF

27555

Expense Detail	First Legal Fees
Expense Amount	\$59.75
Expense Date	8/12/2022
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	-
Type (from Attorney/Paralegal)	-
CLIO Matter	00552-Calva De Garcia Costs Lodestar 16493182291826253645371537253735374536553665375536753685376537753785
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	FL Invoice 10532925 - OPPOS,DECLR, RJN, POS

Expense Detail

Expense Amount

Postage and Delivery Fees (Letterstream)

\$8.12

Expense Date

8/9/2022

For
Attorney/Paralegal

Jessica Ball +

Name (from
Attorney/Paralegal)

Jessica Ball

Type (from
Attorney/Paralegal)

Paralegal Current

CLIO Matter

00552-Calva De Garcia

Costs

Lodestar

16493 18229 18262 5364 5371 5372 5373 5374 5365 5366 5375 5367 5368 5376 5377 5378 5

Matter Display (from CLIO Matter)

00552-Calva De Garcia

Notes

LetterStream, Inc.

RECEIPT - Joint CMC Stmt.

8551 East Anderson Dr

Suite 108

Scottsdale, AZ 85255-5451

480-473-3282

08/09/2022 12:21:33 MST

--- SALE ---

Merchant ID

Batch ID

Tran ID4310630

Acct #*

Auth Code

Ref #

Total:

\$8.12

27553

Expense Detail	First Legal Fees
Expense Amount	\$37.70
Expense Date	8/9/2022
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	-
Type (from Attorney/Paralegal)	-
CLIO Matter	00552-Calva De Garcia Costs Lodestar 16493 18229 18262 5364 5371 5372 5373 5374 5365 5366 5375 5367 5368 5376 5377 5378 5
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	FI Invoice 10532911 -Case Management Statement;Proof of Service by Mail

18262

Expense Detail	Postage and Delivery Fees (Letterstream)
Expense Amount	\$6.09
Expense Date	5/12/2022
For Attorney/Paralegal	Jessica Ball +
Name (from Attorney/Paralegal)	Jessica Ball
Type (from Attorney/Paralegal)	ParalegalCurrent
CLIO Matter	00552-Calva De Garcia CostsLodestar 16493182291826253645371537253735374536553665375536753685376537753785
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	RECEIPT LetterStream, Inc. CMC OSC 8551 East Anderson Dr Suite 108 Scottsdale, AZ 85255-5451 480-473-3282 05/12/2022 10:27:03 MST --- S A L E --- Merchant ID Batch ID Tran ID4023763 Acct #* Auth Code Ref # Total: \$6.09

27552

<https://airtable.com/appHgaUSBbB2X64C7/pagprbPtKjUrjViDj?6353C%3A%3Asort=eyJwZWx3dG5PdTBrdk1lbnNzWl6eyJjb2x1bW5JZCI6ImZsZGpK...>

19262

Expense Detail	First Legal Fees				
Expense Amount	\$77.25				
Expense Date	2/28/2022				
For Attorney/Paralegal	Ashley Gutierrez +				
Name (from Attorney/Paralegal)	Ashley Gutierrez				
Type (from Attorney/Paralegal)	ParalegalCurrent				
CLIO Matter	00552-Calva De Garcia <table><tr><td>Costs</td><td>Lodestar</td></tr><tr><td>16493</td><td>18229 18262 5364 5371 5372 5373 5374 5365 5366 5375 5367 5368 5376 5377 5378 5</td></tr></table>	Costs	Lodestar	16493	18229 18262 5364 5371 5372 5373 5374 5365 5366 5375 5367 5368 5376 5377 5378 5
Costs	Lodestar				
16493	18229 18262 5364 5371 5372 5373 5374 5365 5366 5375 5367 5368 5376 5377 5378 5				
Matter Display (from CLIO Matter)	00552-Calva De Garcia				
Notes	2/24/22 4907718 3DP Crosner Legal PC Good-Nite Inn, Inc Base Chg : 77.25 77.25 9440 Santa Monica Blvd. 11500 W Olympic Blvd PROCESS-3 DAYS BEVERLY HILLS CA 90210 LOS ANGELES CA 90064 Caller: Jessica Carr 22STCV03262 EUGENIA CALVA DE GARCIA, on behalf of herself, the Notice of Case Management Conference., Order to Show Cau Nicholas Ho, Agent f or Service of Proces s Env#: 6734186 Signed: Jane Doe,GNI Mgmt Empl Ref: 00552-CALVA DE GARCIA				

Signed: Jane Doe,GNI Mgmt Empl Ref: 00552-CALVA DE GARCIA

21993

<https://airtable.com/appHgaUSBbB2X64C7/pagprbPtKjUrjViDj?6353C%3Asort=eyJwZWx3dG5PdTBrdk1lbnNzWil6eyJjb2x1bW5JZCI6ImZsZGpK...> 37/44

27551

Expense Detail	First Legal Fees
Expense Amount	\$37.70
Expense Date	2/25/2022
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	-
Type (from Attorney/Paralegal)	-
CLIO Matter	00552-Calva De Garcia Costs Lodestar 16493182291826253645371537253735374536553665375536753685376537753785
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	FL Invoice 10481335

Expense Detail

Copies (of Court Documents)

\$3.00

2/24/2022

Jessica Ball +

Jessica Ball

Paralegal Current

00552-Calva De Garcia

Costs

Lodestar

16493 18229 18262 5364 5371 5372 5373 5374 5365 5366 5375 5367 5368 5376 5377 5378 5

00552-Calva De Garcia

This is an automated email. Please do not reply. Replies will not be read.
Your credit card statement will reflect a charge from L.A. Superior Court.

Your receipt number is 1220224J9326

The actual amount charged is indicated below.

Transaction Date: 02/24/2022 10:16:39

Credit Card Number: ...2867

Credit Card Type: Visa

Bill to:

Zachary Crosner

9440 Santa Monica Blvd.

301

Beverly Hills, CA 90210

Case Number: 22STCV03262

Case Name: EUGENIA CALVA DE GARCIA VS GNIMGT, INC., ET AL.

Case Type: CIVIL

Purchased Documents:

2/4/2022 - Order to Show Cause Failure to File Proof of Service 1-2 (2 pages total) \$2.00

2/4/2022 - Notice of Case Management Conference 1-1 (1 pages total) \$1.00

Total: \$3.00

19923

Expense Detail

First Legal Fees

Expense Amount

\$110.00

Expense Date

2/8/2022

For Attorney/Paralegal

Ashley Gutierrez +

Name (from Attorney/Paralegal)

Ashley Gutierrez

Type (from Attorney/Paralegal)

ParalegalCurrent

CLIO Matter

00552-Calva De Garcia

Costs	Lodestar
16493	18229
18262	5364
5371	5372
5373	5374
5365	5366
5375	5367
5368	5376
5377	5378
5	

Matter Display (from CLIO Matter)

00552-Calva De Garcia

Notes

First Legal Inv#10472132

Service of Processs - Summons & Complaint

2/02/22 4886638 3DP Crosner Legal PC GOOD NITE INN SYLMAR, INC., a Calif Base Chg : 34.00

9440 Santa Monica Blvd. 11500 W Olympic Blvd PDF/Ship : 76.00 110.00

PROCESS-3 DAYS BEVERLY HILLS CA 90210 LOS ANGELES CA 90064

Caller: Jessica Carr Comment: RELATED PROCESS

22STCV03262

EUGENIA CALVA DE GARCIA, on behalf of herself, the

Summons, Representative Complaint, Civil Case Cover Shee

Nicholas Ho, Agent f

or Service of Proces

s Env#: 6639091

Signed: Agent.GOOD NITE INN SY Ref: 00552-CALVA

Notes

Total Paid: 2.25

Expense Detail

First Legal Fees

\$153.25

2/8/2022

Ashley Gutierrez +

Ashley Gutierrez

Paralegal Current

00552-Calva De Garcia

Lodestar

16493 18229 18262 5364 5371 5372 5373 5374 5365 5366 5375 5367 5368 5376 5377 5378 5

00552-Calva De Garcia

First Legal Inv#10472131

2/02/22 4886635 3DP Crosner Legal PC GNIMGT, INC., a California corporat Base Chg : 77.25

9440 Santa Monica Blvd. 11500 W Olympic Blvd PDF/Ship : 76.00 153.25

PROCESS-3 DAYS BEVERLY HILLS CA 90210 LOS ANGELES CA 90064

Caller: Jessica Carr

22STCV03262

EUGENIA CALVA DE GARCIA, on behalf of herself, the

Summons, Representative Complaint, Civil Case Cover Shee

Nicholas Ho, Agent f

or Service of Proces

s Env#: 6639087

Signed: Agent.GOOD NITE INN SY Ref: 00552-CALVA

27550

Expense Detail	First Legal Fees
Expense Amount	\$37.70
Expense Date	2/7/2022
For Attorney/Paralegal	+
Name (from Attorney/Paralegal)	-
Type (from Attorney/Paralegal)	-
CLIO Matter	00552-Calva De Garcia Costs Lodestar 16493182291826253645371537253735374536553665375536753685376537753785
Matter Display (from CLIO Matter)	00552-Calva De Garcia
Notes	FL Invoice 10472153 - filing Proof of Personal Service;Proof of Personal Service

18726

Expense Detail

First Legal Fees

Expense Amount

\$490.10

Expense Date

1/27/2022

For Attorney/Paralegal

Jessica Ball +

Name (from Attorney/Paralegal)

Jessica Ball

Type (from Attorney/Paralegal)

ParalegalCurrent

CLIO Matter

00552-Calva De Garcia

CostsLodestar

16493182291826253645371537253735374536553665375536753685376537753785

Matter Display (from CLIO Matter)

00552-Calva De Garcia

Notes

FL Invoice 10466407 -

Superior Court of California

County of Los Angeles

COMPLAINT (1st appearance Fee)

Receipt EFM-2022-4303808.1

Date: 1/27/22 11:37 AM

Time: 1/27/22 11:37 AM

CASE # 22STCV03262

EUGENIA CALVA DE GARCIA vs GNIMGT,

Unlimited Civil- Compt/UD/Pet 435.00

filed >25k -

GC70611,70602.5,70602.6_Def

endant

Court Transaction Fee 2.25

Case Total: 437.25

Total Paid: 437.25