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Attorneys for Plaintiff

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

CAMERON SANTA CRUZ, individually, and
on behalf of aggrieved employees pursuant to
the Private Attorneys General Act ("PAGA");

Plaintiff,

v.

SUN WEST MORTGAGE COMPANY,
INC., a California corporation; and DOES 1
through 100, inclusive;

Defendant.

Case No.: 30-2022-01239675-CU-OE-CXC

Assigned for All Purposes to:
Honorable Melissa R. McCormick
Department CX-104

**DECLARATION OF DOUGLAS HAN IN
SUPPORT OF MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE
SECTIONS 2698, *ET SEQ.*)
SETTLEMENT AGREEMENT**

[Reservation ID: 74309732]

[Notice of Motion and Motion for Approval
of Private Attorneys General Act (Labor
Code Sections 2698, *et seq.*) Settlement
Agreement; Declaration of Plaintiff
(Cameron Santa Cruz); Declaration of
Settlement Administrator (Jodey Lawrence);
and [Proposed] Order and Judgment filed
concurrently herewith]

Hearing Date: October 24, 2024
Hearing Time: 2:00 p.m.
Hearing Place: Department CX-104

Complaint Filed: January 4, 2022
Trial Date: None Set

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I, **DOUGLAS HAN**, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Justice Law Corporation, attorneys of record for Plaintiff Cameron Santa Cruz (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and, if called as a witness, I could and would competently testify as follows.

ADEQUACY OF JUSTICE LAW CORPORATION

2. In May 2004, I graduated from Pepperdine University School of Law with a Juris Doctorate degree. In May 2001, I obtained a Bachelor of Science degree in Political Science with a minor in English from University of Houston.

3. From January 2004 to May 2004, I served as a Judicial Extern to the Honorable Lourdes G. Baird of the United States District Court for the Central District of California.

4. In December 2004, I obtained a license to practice law from the California State Bar. Since that time, my primary area of practice has been in employment litigation, including wage-and-hour litigation and class action litigation involving employment and consumer fraud.

5. Since its inception, our firm has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, unfair business practices or consumer fraud. Our firm has successfully litigated to conclusion over three hundred (300) wage-and-hour class or representative actions. Currently, we are the attorneys of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. During this time, in association with other law firms, we have obtained millions of dollars on behalf of thousands of individuals in California.

6. Attached hereto as **Exhibit 1** is a list of some of the class action and representative matters for which Plaintiff's Counsel have been appointed to serve as counsel that have been granted final approval.

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1 7. Shunt Tatavos-Gharajeh is an Of Counsel at my office. Shunt received his
2 undergraduate degree from University of California, Los Angeles and earned a Juris Doctor degree
3 from Southwestern University School of Law. Shunt was admitted to practice in California in
4 December 2010. Shunt is admitted to practice in the Courts of California. The focus of Shunt's
5 practice is class action wage-and-hour law. Shunt has worked on multiple class action cases and
6 representative actions that have been granted approval, including *Keles v. The Art of Shaving –*
7 *FL, LLC*, Alameda County Superior Court, Case No. RG13687151; *Esters v. HDB LTD. Limited*
8 *Partnership*, Kern County Superior Court, Case No. S-1500-CV-279879; *Guzman v. International*
9 *City Mortgage, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1502516; *Davidson*
10 *v. Lentz Construction General Engineering Contractor*, Kern County Superior Court, Case No. S-
11 1500-CV-279853; *Betancourt v. Hugo Boss USA, Inc.*, Los Angeles County Superior Court, Case
12 No. BC506988; *Porras v. DBI Beverage, Inc.*, Santa Clara County Superior Court, Case No. 1-14-
13 CV-266154; *Hartzell v. Truitt Oilfield Maintenance Corporation*, Kern County Superior Court,
14 Case No. S-1500-CV-283011; *Navarro-Salas v. Markstein Beverage Co.*, Sacramento County
15 Superior Court, Case No. 34-2015-00174957-CU-OE-GDS; *White v. Pilot Travel Centers,*
16 *LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2013-0009098; *McKinnon v.*
17 *Renovate America, Inc., et al.*, San Diego County Superior Court, Case No. 37-2015-00038150-
18 CU-OE-CTL; *Antoine v. Riverstone Residential CA, Inc.*, Sacramento County Superior Court,
19 Case No. 34-2013-00155974-CU-OE-GDS; *Pina v. Zim Industries, Inc.*, Kern County Superior
20 Court, Case No. S-1500-CV-284498; *Amaya v. Certified Payment Processing*, Sacramento County
21 Superior Court, Case No. 34-2015-00186623-CU-OE-GDS; *Burke v. Petrol Production Supply,*
22 *Inc.*, Kern County Superior Court, Case No. BCV-15-101092; *Ceron v. Hydro Resources-West,*
23 *Inc.*, Kern County Superior Court, Case No. BCV-15-101461; *Chavana v. Golden Empire*
24 *Equipment, Inc.*, Kern County Superior Court, Case No. BCV-16-102796; *De La Torre v. Acuity*
25 *Brands Lighting, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1601800; *Dobbs*
26 *v. Wood Group PSN, Inc.*, Kern County Superior Court, Case No. BCV-16-101078; *Gonzalez v.*
27 *Matagrano, Inc.*, San Francisco County Superior Court, Case No. CGC-16-550494; *Harbabikian*
28 *v. Williston Financial Group, LLC*, Ventura County Superior Court, Case No. 56-2016-

004485186-CU-OE-VTA; *Prince v. Ponder Environmental Services, Inc.*, Kern County Superior Court, Case No. BCV-16-100784; *Ramirez v. Crestwood Operations, LLC*, Kern County Superior Court, Case No. BCV-17-100503; *Reyes v. Halliburton Energy Services, Inc.*, Kern County Superior Court, Case No. S-1500-CV-280215; *Rodriguez v. B&L Casing Serve, LLC*, Kern County Superior Court, Case No. S-1500-CV-282709; *Marketstar Wage and Hour Cases*, Alameda County Superior Court, Case No. JCCP004820; *Rodriguez v. Delta Sierra Beverage, LLC*, Sacramento County Superior Court, Case No. 34-2017-00206727-CU-OE-GDS; *Stuck v. Jerry Melton & Sons Construction, Inc.*, Kern County Superior Court, Case No. BCV-16-101516; *Blevins v. California Commercial Solar, Inc.*, Kern County Superior Case, No. BCV-17-100571; *Cisneros v. Wilbur-Ellis Company, LLC*, Kern County Superior Court, Case No. BCV-17-102836; and *Castro v. General Production Service of California, Inc.*, Kern County Superior Court, Case No. BCV-15-101164. Shunt was also certified as class counsel in *Fulmer v. Golden State Drilling, Inc.*, Kern County Superior Court, Case No. S-1500-CV-279707; *Manas v. Kenai Drilling Limited*, Los Angeles County Superior Court, Case No. BC546330; and *Nuncio v. MMI Services, Inc.*, Kern County Superior Court, Case No. S-1500-CV-282534, cases that were certified after a contested class certification. Shunt is handling class actions pending in California.

8. Jason Rothman was an Associate Attorney at my office. Jason received his undergraduate degree from University of California, San Diego, and earned a Juris Doctorate from Thomas Jefferson School of Law. Jason was admitted to practice in California in October 2015. Jason was employed with the Justice Law Corporation since April 2021. Jason is admitted to practice in all state courts of California. The focus of Jason's practice has been on class action wage and hour law, which he has almost exclusively practiced in for over four years. Jason has had a significant role in several wage-and-hour class actions and representative PAGA matters that have been granted approval or are in the approval stage, including those referenced as **Exhibit 2**.

9. Haig Hogdanian is an Associate Attorney at my office. Haig earned his Bachelor of Arts degree in Psychology with a minor in Political Science at the University of California, Irvine in March 2017. Haig also received his Juris Doctor degree from Southwestern Law School in May 2020. Haig has been admitted to practice in the state courts of California since January

2021. The focus of Haig's practice is currently wage-and-hour class action and representative
PAGA matters. Haig has worked on several wage-and-hour class action and representative PAGA
matters that have been granted approval, including *Ngo v. MedImpact Healthcare Systems, Inc.*,
San Diego County Superior Court, Case No. 37-2020-00015657-CU-OE-CTL; *Hammond, et al.*
v. Paul Durham Electric, Inc. f/k/a Harold E. Nutter & Son, Inc., Sacramento County Superior
Court, Case No. 34-2020-00291142-CU-OE-GDS; *Salom v. Lumentum, Inc., et al.*, Santa Clara
County Superior Court, Case No. 19CV354198; *Albanez v. OCMBC, Inc.*, Orange County
Superior Court, Case No. 30-2019-01078636-CU-OE-CXC; *Gonzales v. Keeco, LLC*, Riverside
County Superior Court, Case No. CVRI2104851; *Fujiya v. Day-Lee Foods, Inc.*, Los Angeles
County Superior Court, Case No. 20STCV21664; *Fuentes v. Apex Contracting and Restoration,*
Inc., San Diego County Superior Court, Case No. 37-2022-00001417-CU-OE-CTL; *Cato v.*
Huntington Ingalls Incorporated, Los Angeles County Superior Court, Case No. 21STCV00441;
Marquez v. Nihon Kohden America, Inc., Orange County Superior Court, Case No. 30-2021-
01184495-CU-OE-CXC; *Aparicio, et al., v. Cameron Welding Supply*, San Bernardino County
Superior Court, Case No. CIVSB2202694; *Alejandro v. DHB Delivery LLC*, Los Angeles County
Superior Court, Case No. 22STCV10802; and *Cholico v. Vista Metals Corp.*, San Bernardino
County Superior Court, Case No. CIVSB2126589. Haig is working on several wage-and-hour
class action and representative PAGA matters pending in various courts in California, including
Cheverton v. Stitch & Feather, Inc., Orange County Superior Court, Case No. 30-2022-01260526-
CU-OE-CXC; *Givens v. Kool Runnings LLC*, Riverside County Superior Court, Case No.
CVRI2202735; *Alcendor v. Alpha Express LLC*, Los Angeles County Superior Court, Case No.
22STCV19286; *Escobedo v. Mamba Logistics, Inc.*, Los Angeles County Superior Court, Case
No. 22STCV24525; *Gutierrez v. SJ Logistics LLC*, Merced County Superior Court, Case No.
22CV-02682; *Hill v. Virtus Nutrition LLC, et al.*, Stanislaus County Superior Court, Case No. CV-
23-000667; *Larios v. Kavac Logistics LLC*, Los Angeles County Superior Court, Case No.
22STCV39937; *Arroyo v. Baltimore Aircoil Company, Inc.*, Madera County Superior Court, Case
No. MCV089043; *Housley v. SonRay Solar, Inc. dba SonRay Construction*, Sacramento County
Superior Court, Case No. 34-2023-00334376-CU-OE-GDS; *Palomo v. Sunmet Juice Company,*

1 *LLC, et al.*, Kern County Superior Court, Case No. BCV-23-101351; *Barela v. Hydrofarm, LLC*,
2 San Bernardino County Superior Court, Case No. CIVSB2222442; and *Phillips v. Penumbra, Inc.*,
3 Alameda County Superior Court, Case No. 23CV030740.

4 **APPROVAL OF THE PAGA SETTLEMENT**

5 10. Attached hereto as **Exhibit 3** is the Settlement Agreement and Release (“Settlement
6 Agreement,” “Settlement,” or “Agreement”) entered by and between Plaintiff and Defendant Sun
7 West Mortgage Company, Inc. (“Defendant”) (collectively, known as the “Parties”)¹.

8 11. The “Settlement Group” covered under the Settlement consist of all current or
9 former employees of Defendant who worked with loans, including, but not limited to, the
10 following: Area Manager, Assistant Branch Manager, Assistant Manager, Loan Officer, Assistant
11 Sales Manager, Assistant Vice President - Sales Finance, Associate Loan Officer, Branch Business
12 Development Associate, Branch Manager, Branch Manager Assistant, Branch Marketing
13 Assistant, Branch Operations Assistant, Branch Operations Manager, Branch Sales Coordinator,
14 Business Development, Business Development Manager, Business Development Officer,
15 Business Development Partner, Call Center Manager, Call Center Mortgage Loan Officer, Client
16 Relations Manager, Client Relations Specialist, Client Services Specialist, Client Support
17 Specialist, Customer Care Level II, Customer Service Specialist, DE Underwriter, Division
18 Underwriting Manager, Field Mortgage Loan Officer, Funder, Insuring, Insuring Officer, Junior
19 Processor, Level 1 Support Analyst, Loan Coordinator, Loan Coordinator Team Lead/Relationship
20 Manager, Loan Coordinator/Processor Assistant, Loan Officer, Loan Officer Assistant, Loan
21 Partner, Loan Processor, Loan Production Manager, Loan Support, Loss Mitigation Underwriter,
22 MLO, Renovation Specialist, MLO/Business Development Officer, Market Manager, Mortgage
23 Consultant, Mortgage Loan Officer, Mortgage Loan Originator, Non Producing Sales Manager,
24 Non-Producing Branch Manager, Operations Manager, Part Time - Client relations Specialist, Part
25 Time Mortgage Loan Officer, Part time Senior Mortgage Loan Originator, Pipeline Analyst,
26 Pipeline Manager, Post Closing Analyst, Pricing Expert, Processor, Producing Branch Manager,
27

28 ¹ Attached hereto as **Exhibit 9** is a true and correct copy of the email confirmation
evidencing the submission of the Settlement Agreement to the LWDA.

1 Production – Team Lead, Production Assistant, Production Manager, Production Manager –
2 Senior Loan Officer, Production Manager / Escalations Specialist, QC Analyst, Recruiter & Call
3 Center MLO, Regional Manager, Regional Operations Manager, Regional Sales Manager,
4 Relationship Manager, Relationship Manager / Loan Partner, Risk Management Specialist, Sales
5 Manager, Senior Loan Officer, Senior Manager, Senior Mortgage Loan Officer, Senior Mortgage
6 Trainer, Senior Processor, Senior Underwriter, Senior Vice President – Business Development,
7 Senior Vice President Production Management, Subject Matter Specialist – DE/VA/USDA
8 Underwriter, Trailing Docs Associate, Transaction Assistant, Underwriter, Underwriter – Level 1,
9 Underwriting Supervisor, VA Underwriter, Vendor Order Support, Western Region Sales
10 Manager, Western Regional Manager, Wholesale Production Supervisor, and Wholesale Sales
11 Manager, excluding executive positions and administrative positions, within the State of California
12 at any time during the period from January 4, 2021, through May 19, 2024 (“Settlement Group,”
13 “Settlement Group Member,” and “Settlement Period”). Based on information provided by
14 Defendant prior to and during mediation, there are approximately six hundred sixty-six (666)
15 Settlement Group Members, which was confirmed by Defendant.

16 12. Plaintiff has satisfied the prerequisites under Labor Code section 2699.3(a). This
17 includes providing the California Labor and Workforce Development Agency (“LWDA”) and the
18 employer with written notice of the specific provisions of the Labor Code alleged to have been
19 violated, including the facts and theories to support the alleged violations, by written
20 correspondence on October 26, 2021.² On January 4, 2022, Plaintiff filed this representative
21 Private Attorneys General Act of 2004 (“PAGA”) action on behalf of the State of California.³

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26 ² Attached hereto as **Exhibit 10** is a true and correct copy of the email confirmation
27 evidencing the submission of the written notice to the LWDA.

28 ³ Attached hereto as **Exhibit 11** is a true and correct copy of the email confirmation
evidencing the submission of the complaint to the LWDA.

1 13. The effectiveness of Plaintiff's Counsel in prosecuting this matter is shown in the
2 sum of monetary benefits for Plaintiff, Settlement Group Members, and LWDA. This is due to:
3 (a) securing their recoveries over a reasonably short period of time as opposed to waiting additional
4 years; (b) guaranteeing a result that compares favorably with other similar representative action
5 settlements; and (c) saving in attorneys' fees and costs.

6 14. Plaintiff's Counsel have been actively engaged in the litigation of this matter since
7 it was originally filed. Plaintiff's Counsel participated in all phases of the litigation process. For
8 instance, before initiating this case, Plaintiff's Counsel investigated and researched the facts and
9 circumstances underlying the pertinent factual and legal issues and applicable law. This required
10 thorough discussions and interviews between Plaintiff's Counsel and Plaintiff and research into
11 the various legal issues involved. These various legal issues included the current state of the law
12 as it applied to representative PAGA actions, misclassification of employees as exempt, off-the-
13 clock work, meal and rest breaks, wage-and-hour enforcement, and potential applicable defenses.
14 After Plaintiff's Counsel conducted their initial investigation, they believed the PAGA claim was
15 well-suited for a representative action adjudication. This was owing to what appeared to be a
16 common course of conduct affecting a similarly situated group of employees, who were classified
17 as exempt and/or salaried while performing responsibilities of non-exempt and/or hourly-paid
18 employees and who were not compensated for, *inter alia*, all hours worked (minimum wages and
19 overtime wages), noncompliant meal and rest breaks, reasonable business expenses, and associated
20 wage statement and waiting time penalties.

21 15. Plaintiff's Counsel used the pre-mediation time period to investigate the veracity,
22 strength, and scope of the PAGA claim and to prepare for representative adjudication. Plaintiff's
23 Counsel also conducted investigations and discovery into the facts of the case. This included
24 obtaining, reviewing, and analyzing a volume of documents and a sampling of time and payroll
25 data for the Settlement Group Members, such as hours reported and paid, overtime wages reported
26 and paid, reported meal and rest breaks, timing of breaks, and reimbursements. Plaintiff's Counsel
27 also located, conducted interviews with, and obtained information from Plaintiff and putative
28 aggrieved employees. Other work performed by Plaintiff's Counsel include, among other things:

(a) engaging case strategy and analysis; (b) requesting and gathering relevant documents; (c) drafting, reviewing, and revising pleadings and a mediation brief; (d) preparing for and appearing at court proceedings; (e) drafting and propounding formal discovery requests and assessing the responses, (f) reviewing Defendant's pleadings, including its answers to Plaintiff's complaint and its Motion to Compel Arbitration; (g) undertaking calculations of potential damages after Defendant agreed to PAGA-wide mediation; (h) reviewing and responding to Farroz Zamani's Motion to Intervene, Motion to Consolidate, and *Ex Parte* Application to Advance Hearing Date on Motion to Intervene and Motion to Consolidate; (i) preparing for and remotely attending mediation and settlement negotiations; and (j) working with Defense Counsel to draft and finalize the Settlement Agreement (and exhibits).

16. The Parties conducted extensive exchange of information and investigation during this litigation. Plaintiff's Counsel analyzed several relevant documents and data either produced by Defendant or obtained through other sources (*e.g.*, personnel records, policy documents, onboarding documents, sampling of time and pay records). This information provided a critical understanding of the nature of the work performed by the Settlement Group Members and the day-to-day circumstances giving rise to the extent and frequency of the alleged violations. This information was used in analyzing liability, potential damages, and valuation issues in connection with all phases of the litigation, mediation, and settlement negotiation process. Finally, Plaintiff's Counsel performed research into the evolving law concerning the applicable defenses.

17. After conducting significant investigation of the facts and law, the Parties' counsel engaged in extensive settlement negotiations to try to resolve this matter. On February 19, 2024, the Parties participated in private mediation with Paul Grossman, a mediator well-regarded and experienced in mediating wage-and-hour class and representative actions. The Parties discussed various aspects of the case, including risks and delays of further litigation, risks to both Parties of proceeding with a representative trial, laws relating to the PAGA claim, and evidence produced and analyzed. Defendant felt strongly about its ability to prevail on the merits and raise manageability issues while Plaintiff believed a representative trial was manageable and that he would prevail. During all settlement discussions, the Parties conducted their negotiations at arm's-

length in an adversarial position. Under the auspices of the mediator, the Parties eventually reached a settlement when considering the additional costs and risks to the Parties. These risks include, and are not limited to, a determination that the PAGA trials are unmanageable, Plaintiff not being deemed an aggrieved employee, new developments in the law, and losing on the merits at trial.

18. The Gross Settlement Amount is the \$900,000 Defendant will pay pursuant to the Settlement. The PAGA Penalties Fund shall be the Gross Settlement Amount less the following: (a) Attorney Fees' Award to Plaintiff's Counsel not to exceed thirty-five percent (35%) of the Gross Settlement Amount; (b) Litigation Costs Award to Plaintiff's Counsel of \$24,268.07; (c) Enhancement Payment to Plaintiff not to exceed \$10,000; and (d) Administration Costs to the Settlement Administrator of up to \$10,000.

19. Assuming the Attorneys' Fees Award, Litigation Costs Award, Enhancement Payment, and Administration Costs are approved, the PAGA Penalties Fund is estimated to be \$540,731.93. Seventy-five percent (75%) of the PAGA Penalties Fund (\$405,548.95) will be paid to the LWDA, and twenty-five percent (25%) of the PAGA Penalties Fund (\$135,182.98) will be paid to the Settlement Group Members ("Individual Settlement Awards") using the formula set forth in the Settlement Agreement, pursuant to Labor Code section 2699(i).

20. Individual Settlement Awards will be calculated based on the Settlement Group Members' number of pay periods worked during the Settlement Period. Settlement Group Members assume full responsibility and liability for any taxes owed on their Individual Settlement Awards. Pursuant to this, an IRS Form 1099 will be issued to each Settlement Group Member in connection with their Individual Settlement Award if it is \$600 or more.

21. Plaintiff's Counsel believe there is sufficient evidence to support the allegations that Defendant violated the Labor Code and owe statutory penalties because of these violations. While Plaintiff's Counsel believe the PAGA claim has merit, they also recognize Defendant's applicable defenses, costs of further litigation, and multiple risks to recovery. Some courts have found the issues asserted herein raise individualized issues and/or are unmanageable, meaning they are not suitable for adjudication as to a group of employees. Thus, Plaintiff faced the risk that the Court may determine the PAGA claim requires individualized inquiries that would render its

1 adjudication unmanageable or at odds with Defendant's right to due process.

2 22. Plaintiff and Plaintiff's Counsel also considered the uncertainty and risk of the
3 outcome of further litigation, including the difficulties and delays inherent in such litigation. To
4 recover civil penalties, Plaintiff would have to prove that Settlement Group Members suffered
5 from the underlying Labor Code violations and that Defendant's conduct gave rise to penalties.

6 23. Defendant has indicated it would aggressively litigate this case and believed it
7 would succeed. Defendant maintained several defenses to the PAGA claim, which, if successfully
8 argued and proven, had the potential to eliminate or substantially reduce recovery. Defendant also
9 maintained it had legally compliant employment policies and practices. Defendant denied it ever
10 violated any provision of the Labor Code, including, but not limited to, those sections Plaintiff
11 seeks penalties under the PAGA. Defendant further denied this case is appropriate for
12 representative treatment for any purpose other than the Settlement.

13 24. Plaintiff will face several challenges in court. Defendant may challenge Plaintiff's
14 standing as a Settlement Group Member and deny any of its employees whom Plaintiff seeks to
15 represent are aggrieved. This would pose a risk to recovery because multiple courts have taken an
16 approach requiring a plaintiff to establish standing and face the possibility of bifurcation of
17 discovery and/or trial of the PAGA claim. (See *Amalgamated Transit Union, Local 1756, AFL-*
18 *CIO v. Sup. Ct.*, (2009) 46 Cal.4th 993, 1001 (noting that PAGA "require[s] a plaintiff to have
19 suffered injury resulting from an unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D.Cal.
20 Nov. 20, 2014, No. 2:13-cv-1187 KJM CKD) 2014 U.S.Dist.LEXIS 163458, at *12 (finding that
21 judicial economy supported bifurcation because of the difficulties and inherent uncertainties of
22 being able to establish liability with respect to a large number of potentially aggrieved employees
23 and noting that "PAGA's public purpose would be ill-served if the court finds [the plaintiff] has
24 not been aggrieved by a Labor Code violation."); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955
25 (stating that bifurcation and sequencing of litigation is allowed to avoid waste of time and money
26 on trial and litigation of issues that could be rendered moot).) By extension, Defendant would have
27 likely sought bifurcation of discovery and/or trial of the PAGA claim, such as limiting discovery
28 or trial of the issues to Plaintiff and/or the specific positions/locations which/where Plaintiff

1 worked. Defendant contended an important feature of the PAGA statute is that it grants the Court
2 discretion to reduce the penalties to be assessed against the employer pursuant to Labor Code
3 sections 2699(e)(1)–(2). Defendant argued even if violations occurred, it would not be treated as
4 having engaged in subsequent violations giving rise to heightened penalties and that the Court was
5 unlikely to assess cumulative penalties. Defendant asserted the Court would not assess cumulative
6 penalties because it would be unjust, arbitrary, oppressive, and/or confiscatory.

7 25. Both sides had the opportunity to review documents and data regarding Plaintiff’s
8 and Settlement Group Members’ employment. The Parties’ counsel invested time reviewing and
9 analyzing the relevant documents and data, and this information made it possible to calculate the
10 potential value of the PAGA claim. The Parties conducted a thorough investigation and review of
11 information to be sufficiently informed of the nature and extent of the PAGA claim asserted and
12 to enable both sides to scrutinize the Settlement. The Parties considered the settlement negotiations
13 conducted and recommendations of the mediator. The Settlement considers the strengths and
14 weaknesses of each side’s position and uncertainty of how the case might have concluded.

15 **ESTIMATED PAGA EXPOSURE**

16 26. The provisions of the Labor Code potentially triggering PAGA penalties include,
17 but are not limited to, Labor Code sections 201–204, 210, 216, 218.5, 218.6, 221, 225, 225.5, 226,
18 226(a), 226.2, 226.3, 226.7, 226.8, 246, 432.5, 510, 512(a), 558, 558.1, 1174, 1174.5, 1194,
19 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2698, 2751, 2753, 2800, and 2802. Defendant asserted,
20 regardless of the results of the underlying causes of action, PAGA penalties are not mandatory but
21 permissive and discretionary. Defendant maintained it had a strong argument that it would be
22 unjust to award maximum PAGA penalties given the unsettled state of PAGA liability.

23 27. Plaintiff’s Counsel calculated penalties under this cause of action by multiplying
24 the number of active aggrieved employees by the civil penalties each could be awarded for the
25 Labor Code sections enumerated under Labor Code section 2699.5 applicable. Plaintiff’s Counsel
26 applied discounts considering the countervailing arguments regarding the other causes of action,
27 as well as the Court’s power to award “a lesser amount than the maximum civil penalty...” (Lab.
28 Code, § 2699(e)(2).)

28. Given the state of the law and the range of PAGA penalties requested and awarded in the courts, it is difficult to determine a reasonable value and actual exposure for PAGA penalties. If PAGA penalties are granted on any one of the violations alleged, the total penalties exposure for the eligible pay periods could be approximately **\$1,198,800** ([18 x \$100 per penalty] x 666 Settlement Group Members).⁴ Plaintiff calculated the PAGA exposure using a one hundred percent (100%) violation rate based on eighteen (18) average pay periods using the one-year statutory period. With regards to stacking, an assumption the parties should not ignore stacking when calculating penalties under PAGA is subject to challenge. (*Hamilton v. Juul Labs, Inc.* (N.D.Cal. Nov. 16, 2021, No. 20-cv-03710-EMC) 2021 U.S.Dist.LEXIS 221416, at *27.) In fact, it has been ruled that it is possible but highly unlikely plaintiffs “could recover PAGA penalties for each separate type of Labor Code violation.” (*Salazar v. PODS Enters., LLC* (C.D.Cal. May 8, 2019, No. EDCV 19-260-MWF (KKx)) 2019 U.S.Dist.LEXIS 78001, at *16.) Some courts have even questioned the plausibility of piling penalties on each other for a single substantive wrong. (*Smith v. Lux Retail North Am., Inc.* (N.D.Cal. June 13, 2013, No. C 13-01579 WHA) 2013 U.S.Dist.LEXIS 83562, at *9.) Thus, the courts have ruled, “[P]laintiffs may only recover a set of civil penalties for each type of violation.” (*Snow v. UPS* (C.D.Cal. Apr. 1, 2020, No. EDCV 20-025 PSG (AFMx)) 2020 U.S.Dist.LEXIS 58317, at *9.)

29. The courts have reduced PAGA penalties by about ninety percent (90%) where there are mitigating circumstances. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 528-529 [affirming trial court’s award of less than 10% of maximum PAGA penalty for meal break violations where company sought to comply with the law].) Furthermore, PAGA’s statutory language is unclear as to whether PAGA penalties may be “stacked” – whether multiple civil penalties can be recovered in the same pay period for different Labor Code violations. On one hand, Labor Code section 2699, subdivision (f) establishes “a civil penalty for a violation” (emphasis added), implying a separate civil penalty for each violation. On the other hand, Labor

⁴ A recent Ninth Circuit ruling suggests there may be no “subsequent” violation until an actual finding of a violation by a Labor Commissioner or court. (*Bernstein v. Virgin Am., Inc.* (9th Cir. 2021) 990 F.3d 1157, 1172-1173.) As a result, the Parties estimated the amount of PAGA penalties using the “initial” penalty amount of \$100 under PAGA.

Code section 2699, subdivision (g)(1), states that “an aggrieved employee may recover the civil penalty described in subdivision (f) ... on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed” (emphasis added). But Defendant contended that the Ninth Circuit’s opinions in *Urbino v. Orkin Svcs. of Calif., Inc.* (9th Cir. 2013) 726 F.3d 118 and *Yocupicio v. PAE Grp., LLC* (9th Cir. 2015) 795 F.3d 1057, which preclude the aggregation of PAGA penalties for purposes of removal, among other court decisions, prevent “stacking” of PAGA penalties. Without stacking and limited to the initial violation, the PAGA penalties would be limited to **\$66,600** (666 employees x \$100 initial violation) on the low end and **\$532,800** (666 employees x \$100 initial violation x 8 theories of recovery) on the high end.

30. To the extent the theoretical exposure under PAGA remains high, the civil penalties could be “unjust, arbitrary and oppressive, or confiscatory.” In fact, many courts have taken liberties to dramatically reduce the civil penalties. (See e.g. *Viceral v. Mistras Grp., Inc.* (N.D.Cal. Oct. 11, 2016 No. 15-cv-02198-EMC) 2016 U.S.Dist.LEXIS 140759, at *25-30 [preliminarily approving class action settlement that included a PAGA set-aside of just 0.15 percent of the PAGA claims’ full potential value, where “Plaintiffs face[d] a substantial risk of recovering nothing on either class or PAGA claims”]; *Cotter v. Lyft, Inc.* (N.D. Cal. 2016) 193 F.Supp.3d 1030, 1037 [preliminarily approving class action settlement allocating a PAGA set-aside worth a fraction of the PAGA claims’ potential value, where the defendant’s obligations were “genuinely unclear” and there was no evidence the defendant acted deliberately or negligently failed to learn about its obligations].) Thus, under a more conservative approach, Plaintiff’s Counsel considered the possibility the Court could assess only the initial violation rate.

31. Plaintiff also recognized the risk any PAGA award could be reduced. Many of the alleged Labor Code violations underlying the PAGA claim were cumulative for which the Court may or may not stack any proven violations. Thus, a Gross Settlement Amount of \$900,000 for PAGA civil penalties was reasonable and significant. When PAGA penalties are negotiated in

1 good faith and “there is no indication that [the] amount was the result of self-interest at the expense
2 of other Class Members,” such amounts are generally considered reasonable.⁵

3 **ATTORNEYS’ FEES AWARD**

4 32. Plaintiff’s Counsel seek an Attorneys’ Fees Award that is thirty-five percent (35%)
5 of the Gross Settlement Amount. This percentage award is commensurate with the: (a) risks
6 undertaken in commencing this matter; (b) time, effort, and expense dedicated to the case due to
7 its novelty and difficulty; (c) skill and determination consistently displayed along with the quality
8 of work; (d) results achieved throughout the litigation; and (e) other cases turned down to focus on
9 this matter. In addition, several factors made this case difficult. This included, among other things:
10 (i) number of Settlement Group Members (over 600); (ii) drafting and propounding formal
11 discovery requests and assessing the responses; (iii) reviewing Defendant’s pleadings, including
12 its answers to Plaintiff’s complaint and Motion to Compel Arbitration; (iv) locating and
13 interviewing putative aggrieved employees to corroborate the allegations; (v) reviewing and
14 responding to Farroz Zamani’s Motion to Intervene, Motion to Consolidate, and *Ex Parte*
15 Application to Advance Hearing Date on Motion to Intervene and Motion to Consolidate; (vi)
16 difficulties in pinning down job responsibilities, wages paid, meal and rest breaks taken; (vii)
17 number of documents that had to be reviewed and analyzed; (viii) shifting wage-and-hour laws;
18 and (ix) Defendant’s initial resistance to the relief.

19 33. I am aware the common and acceptable rate for contingency representation in
20 wage-and-hour class and representative action litigation is normally forty percent (40%) before
21 trial, with the range being from thirty-three percent (33.3%) up to fifty percent (50%).

22 34. The propriety of calculating and awarding attorneys’ fees as a percentage of a
23 monetary fund preserved or recovered for the benefit of others has been confirmed by the
24 California Supreme Court. (*Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 486, 506.) While
25 trial courts have discretion to apply either a lodestar method or percentage of-the-fund method, the

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27 ⁵ (*Hopson v. Hanesbrands Inc.* (N.D. Cal. Apr. 3, 2009, No. 08-00844 EDL) 2009 U.S. Dist.
28 LEXIS 33900, at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579 (“[T]rial
court did not abuse its discretion in approving a settlement which does not allocate any damages
to the PAGA claims.”).)

1 California Supreme Court has taken the position that trial courts “retain the discretion to forgo a
2 lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage
3 fee[,]” and “[t]he percentage of fund method survives in California.” (*Laffitte v. Robert Half Int’l,*
4 *Inc., supra*, 1 Cal.5th at p. 506.) (internal quotes omitted); see also *Wershba v. Apple Computer,*
5 *Inc.* (2001) 91 Cal.App.4th 224, 254.)

6 35. Courts award fees to serve as an economic incentive for attorneys to undertake
7 litigation to achieve increased access to the judicial system for meritorious claims and to enhance
8 deterrents to wrongdoing. This is true in situations where multiple similar alleged wrongs would
9 not be economically feasible to pursue individually, such as here. (See A. Conte, *Attorney Fee*
10 *Awards* (2d ed. 1993) 1041 at p. 6.)

11 36. Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their
12 decisions are “not to be disturbed on appeal absent a manifest abuse of discretion.” (*Lealao v.*
13 *Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 41; see also *Laffitte v. Robert Half Int’l, Inc.,*
14 *supra*, 1 Cal.5th at p. 506.) It is settled the “experienced trial judge is the best judge of the value
15 of professional services rendered in his court.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132.)

16 37. The percentage method is appropriate if a common monetary fund has been
17 recovered and “the benefit [recovered can be] easily quantified.” (*Jones v. GN Netcom, Inc. (In re*
18 *Bluetooth Headset Prods. Liab. Litig.)* (9th Cir. 2011) 654 F.3d 935, 942.) If the amount of a
19 settlement is a “certain or easily calculable sum of money,” courts may calculate attorneys’ fees
20 as a reasonable percentage of the settlement created. (Weil and Brown, California Practice Guide,
21 *Civil Procedure Before Trial*, Chapter 14, section 14:145; *Dunk v. Ford Motor Co.* (1996) 48
22 Cal.App.4th 1794, 1809.)

23 38. The percentage fee method is preferred in representative actions because “‘it better
24 approximates the workings of the marketplace’ than the lodestar approach.” (*Lealao v. Beneficial*
25 *Cal., Inc., supra*, 82 Cal.App.4th at p. 48.) California law provides that the award for attorneys’
26 fees should be equivalent to fees freely negotiated in the legal marketplace and paid in comparable
27 litigation based on the result achieved and risk incurred. (See *Lealao*, at pp. 47, 50; *Laffitte v.*
28 *Robert Half Int’l, Inc., supra*, 1 Cal.5th at p. 502.) In cases where the agreement provides that the

1 defendant agrees to pay the attorneys a percentage of the fund created by the agreement, use of
2 that percentage method is appropriate. (*Lealao v. Beneficial Cal., Inc., supra*, 82 Cal.App.4th at p.
3 32.) Fee awards that undercompensate counsel for their work will “chill the private enforcement
4 essential to the vindication of many legal rights and obstruct the representative actions that often
5 relieve the courts of the need to separately adjudicate numerous claims.” (*Id.* at p. 53.) Fees in
6 class and representative actions should approximate the probable terms of a contingent fee contract
7 negotiated by a sophisticated attorney and client in comparable litigation. (*Id.* at p. 48.) “The
8 ultimate goal ... is the award of a ‘reasonable’ fee to compensate counsel for their efforts,
9 irrespective of the method of calculation.” (*Consumer Privacy Cases* (2009) 175 Cal.App.4th 545,
10 557–558 (quotation omitted).) The courts have awarded fees as high as fifty percent (50%) of the
11 settlement recovered, depending on circumstances.⁶

12 39. At the same time, when a common fund is involved, courts may also use the lodestar
13 method. A court tasked with cross-checking a percentage-based fee considers the reasonableness
14 of the lodestar figure, which is the time reasonably spent multiplied by the reasonable hourly
15 compensation of the attorneys. (*Serrano v. Priest* (1977) 20 Cal.3d 25, 48.) The court may then
16 adjust, increase, or decrease that figure after considering factors like the novelty and complexity
17 of the issues, skill and expertise of counsel, extent the litigation precluded other employment, and
18 risk involved. (*Id.* at p. 49.)

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23 ⁶ (See *In re Ampicillin Antitrust Litig.* (1981) 526 F.Supp. 494 (awarding attorneys’ fees of
24 45% of the \$7.3 million settlement fund); *Beech Cinema, Inc. v. Twentieth-Century Fox Film Corp.*
25 (S.D.N.Y. 1979) 480 F.Supp. 1195 (awarding approximately 53% of the settlement fund as
26 attorneys’ fees). California courts routinely approve attorneys’ fee awards “average[ing] around
27 one-third of the recovery.” (*Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66 n.11 (lower court
28 found the range of contingency fees in marketplace to be 20 to 40 percent and determined such a
percentage fee was appropriate); see also e.g. *Resendez v. Bridgestone Retail Operations, LLC*,
Los Angeles County Superior Court, Case No. BC596892 (June 2016) (citing *Chavez*, at p. 66,
n.11) (stating that a fee award of one-third of a PAGA settlement of \$950,000 was “reasonable
and consistent with fee awards in class action cases”).)

1 40. Counsel are entitled to compensation for every hour reasonably spent. (*Ketchum v.*
2 *Moses, supra*, 24 Cal.4th at p. 1133.) Reasonableness is assessed by “the entire course of the
3 litigation, including pretrial matters, settlement negotiations, discovery, litigation tactics, and the
4 trial itself[.]” (*Vo v. Las Virgenes Municipal Water Dist.* (2000) 79 Cal.App.4th 440, 447.)

5 41. Attorneys being paid on an hourly basis as opposed to being paid on a contingent
6 basis are assuming fewer risks. (See e.g. *Ketchum v. Moses, supra*, 24 Cal.4th at pp. 1132–1133.)
7 The contingent risks undertaken by attorneys is a major factor when determining the percentage
8 of the settlement fund to devote to attorneys’ fees. (See e.g. *Laffitte v. Robert Half Int’l, Inc., supra*,
9 1 Cal.5th at p. 504 (noting that trial court had carefully considered risks and contingency involved
10 in awarding 33 and 1/3% fee); *Allapattah Servs. Inc. v. Exxon Corp.* (S.D. Fla. 2006) 454 F.
11 Supp.2d 1185, 1204–1205 (“Factors indicating ‘exceptional success’ include success achieved
12 under unusually difficult or risky circumstances and the size of plaintiffs’ recovery”).)

13 42. Plaintiff’s Counsel incurred many hours of work, and the fee request is also justified
14 under a lodestar analysis. Since the onset, the total hours worked by Plaintiff’s Counsel totals 405.6
15 hours (117.9 hours for Douglas Han, 112.7 hours for Shunt Tatavos-Gharajeh, 151.7 hours for
16 Jason Rothman, 23.3 hours for Haig Hogdanian). Attached hereto as **Exhibit 4** are the time records
17 setting forth the breakdown of time for the requisite tasks. These time records are intended to
18 provide the Court with a detailed illustration of the work performed by Plaintiff’s Counsel that
19 comprise the litigation of this case from our initial investigation through settlement.

20 43. Based upon the total of 405.6 hours worked and utilizing a reasonable hourly rate
21 commensurate with attorneys’ experience for all firms’ time, the base lodestar fees calculation is
22 \$314,110. The hourly rates are \$900 per hour for myself, \$800 per hour for my associate Shunt
23 Tatavos-Gharajeh, \$700 per hour for my former associate Jason Rothman, and \$500 per hour for
24 my associate Haig Hogdanian. These hourly rates are commensurate with our individual
25 backgrounds, background of our firm, and our training and experience in litigating class action
26 and representative matters.

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1 44. In support of Plaintiff’s Counsel’s hourly rates, attached hereto as **Exhibit 5** is an
2 excerpt of the 2022 Real Rate Report compiled by Wolters Kluwer that surveyed the hourly rates
3 charged in 2022 by hundreds of attorneys in the Los Angeles County area. For example, the real
4 market rates of Los Angeles County area attorneys who practiced “Litigation” are surveyed on
5 page 16 of the report, which describes the 2022 rates charged by 322 Los Angeles County partners
6 and 408 Los Angeles County associates. For that category, the Third Quartile Los Angeles County
7 rates were \$1,045 per hour for partners and \$855 per hour for associates. Similarly, page 26 of the
8 report describes the 2022 rates charged by 63 Los Angeles County associates with “Fewer Than 3
9 Years” of experience. For this category, the Third Quartile Los Angeles County rate was \$654 per
10 hour for associates. Page 26 of the report also describes the 2022 rates charged by 144 Los Angeles
11 County associates with “3 to Fewer Than 7 Years” of experience. For that category, the Third
12 Quartile Los Angeles County rate was \$838 per hour for associates. Next, page 26 of the report
13 describes the 2022 rates charged by 171 Los Angeles County associates with “7 or More Years”
14 of experience. For that category, the Third Quartile Los Angeles County rate was \$840 per hour
15 for associates. Likewise, page 32 of the report describes the 2022 rates charged by 183 Los Angeles
16 County partners with “Fewer Than 21 Years” of experience. For this category, the Third Quartile
17 Los Angeles County rate was \$1,075 per hour for partners. Finally, our requested hourly rates are
18 in line with the Laffey Matrix, attached hereto as **Exhibit 6**.

19 45. As stated above, Plaintiff’s Counsel’s documented base lodestar fees calculation is
20 \$314,110. When cross-checked with the Attorneys’ Fees Award, it results in a multiplier of 1.003.
21 The lodestar multiplier applied is supported by the applicable factors (*e.g.*, results achieved,
22 contingent risk, complexity of the case, skills displayed and quality of work) and is consistent with
23 the multipliers in other common fund cases and with the fees charged in the legal marketplace.
24 Furthermore, the hours spent are fully documented and consistent with those that would be
25 expected in a matter of this duration, complexity, and amounts at stake.

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46. The Attorneys' Fees Award is in line with the awards in similar cases in California and nationwide and is consistent with the market rates. Plaintiff's Counsel have been routinely awarded at least thirty-five percent (35%) fee requests or more in similar class action and representative matters throughout California. (See *Rodriguez v. Central Valley Opportunity Center Incorporated*, Merced County Superior Court, Case No. 22CV-01358, final approval granted on May 2, 2024 granting 35% fee request; *Medrano v. G & J Heavy Haul, Inc.*, Tulare County Superior Court, Case No. VCU292423 (Consolidated With Case No. VCU292424), final approval granted on March 22, 2024 granting 35% fee request; *Salinas v. Claremont Retirement Management Services, Inc.*, Sacramento County Superior Court, Case No. 34-2021-00294807, final approval granted on March 1, 2024 granting 35% fee request; *Wilcox v. Eggleton Trucking, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2000764, final approval granted on January 16, 2024 granting 35% fee request; *Carlton v. Waxie Way, LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00026158-CU-OE-CTL, final approval granted on November 6, 2023 granting 35% fee request; *Park v. Brenda's LLC dba Brenda's French Soul Food*, San Francisco County Superior Court, Case No. CGC-22-599371, final approval granted on September 26, 2023 granting 35% fee request; *Fuentes v. Apex Contracting and Restoration, Inc.*, San Diego County Superior Court, Case No. 37-2022-00001417-CU-OE-CTL, final approval granted on August 23, 2023 granting 35% fee request; *Sailas v. Health-Ade LLC*, Los Angeles County Superior Court, Case No. 22TRCV00881, PAGA approval granted on July 19, 2023 granting 35% fee request; *Johnson v. Trumpet Behavioral Health, LLC, et al.*, Merced County Superior Court, Case No. 21CV-01505, final approval granted on May 30, 2023 granting 38% fee request; *Vargas v. Spates Fabricators, Inc.*, Riverside County Superior Court, Case No. CVRI2100462, final approval granted on April 4, 2023 granting 35% fee request; *Cordova v. Jakks Pacific, Inc.*, Los Angeles County Superior Court, Case No. 22PSCV00149, PAGA approval granted December 16, 2022 granting 35% fee request; *McEathron v. Ahern Rentals, Inc.*, Alameda County Superior Court, Case No. RG17867366, final approval granted November 23, 2022 granting 35% fee request; *Schwarz v. TriWest Healthcare Alliance Corp.*, Sacramento County Superior Court, Case No. 34-2019-00272292-CU-OE-GDS (Consolidated with Case No. 34-2020-00283283), final

1 approval granted on November 17, 2022 granting 35% fee request; *Flores v. Rivermaid Trading*
2 *Company*, San Joaquin Superior Court, Case No. STK-CV-UOE-2020-0008623, final approval
3 granted on October 14, 2022 granting 35% fee request; *Pelgrift v. The 21st Amendment Brewery*
4 *Cafe, LLC*, San Francisco County Superior Court, Case No. CGC-20-585227, final approval
5 granted on August 4, 2022 granting 35% fee request; *Pena v. San Joaquin Supply dba Ernest*
6 *Packaging*, Los Angeles County Superior Court, Case No. 19STCV43500, final approval granted
7 on June 1, 2022 granting 35% fee request; *Salinas v. Change Healthcare Technology Enabled*
8 *Services, LLC*, Ventura County Superior Court, Case No. 56-2020-00539300, final approval
9 granted on January 7, 2022 granting 38% fee request; *Samaniego v. Sanmina Corporation*, Kern
10 County Superior Court, Case No. BCV-20-102817, final approval granted on November 4, 2021
11 granting 35% fee request; and *Alcantar v. Bay Equity LLC*, Marin County Superior Court, Case
12 No. CIV1903376, final approval granted on February 4, 2021 granting 35% fee request.)
13 Consequently, the fee request is well within a reasonable range.

14 **LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL**

15 47. Plaintiff's Counsel have borne all the risks and costs of litigation and will not
16 receive any compensation until recovery is obtained by Plaintiff and Settlement Group Members.
17 Plaintiff's Counsel investigated and litigated this case with the real possibility of an unsuccessful
18 outcome and no fee recovery. Plaintiff's Counsel incurred \$24,268.07 in litigation costs and
19 expenses as reflected in **Exhibit 7** attached hereto. These litigation costs and expenses incurred
20 were reasonable and necessary for the successful prosecution of this matter.

- 21 a. The payment on October 26, 2021 represents certified mailing to Defendant to
22 request Plaintiff's payroll and personnel records.
- 23 b. The payments on January 28, 2022, February 22, 2022, February 23, 2022,
24 September 1, 2022, September 30, 2022, and October 27, 2023 represent service of
25 Plaintiff's formal discovery requests, Plaintiff's counsel's declaration pursuant to
26 Code of Civil Procedure section 430.41, subdivision (a)(2), Plaintiff's demand for
27 arbitration, Plaintiff's opposition to Defendant's motion to compel arbitration, and
28

the Parties' joint statement in advance of the October 7, 2022, case management conference, and delivery of mediation fees to the mediator, respectively.

c. Next-business-day delivery by "General Logistics Systems" was utilized for especially pertinent matters, such as service of Plaintiff's Counsel's declaration pursuant to Code of Civil Procedure section 430.41, Plaintiff's demand for arbitration, and Plaintiff's opposition to Defendant's motion to compel arbitration, and delivery of mediation fees.

d. The payment on February 28, 2024 compensated Berger Consulting Group for its analysis of extensive timekeeping and payroll data to help Plaintiff evaluate his claims in advance of mediation. Attached here as **Exhibit 8** is the relevant invoice from Berger Consulting Group.

SETTLEMENT ADMINISTRATION COSTS

48. The Settlement anticipates a neutral third-party administrator will handle the calculation and distribution of the settlement payments and related administrative functions. The Parties have chosen Phoenix Class Action Administration Solutions to act as the Settlement Administrator in connection with the Settlement. Plaintiff's Counsel have worked with the Settlement Administrator before and are familiar with its superior reputation and work product.

ENHANCEMENT PAYMENT

49. The purpose of such an award is to incentivize plaintiffs to step into the shoes of the state labor agency and undertake the risks associated with initiating a lawsuit and serving in a representative capacity. (See *Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726 ("service payments" compensate named plaintiffs "for their efforts in bringing the action"); *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785, 804 ("an incentive award is appropriate 'if it is necessary to induce an individual to participate in the suit'"); *Ingram v. Coca-Cola Co.* (N.D. Ga. 2001) 200 F.R.D. 685, 694 (internal quotation marks omitted) ("Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the [...] litigation."); see also e.g. *Resendez v. Bridgestone Retail*

1 *Operations, LLC*, Los Angeles County Superior Court, Case No. BC596892 (June 2016)
2 (approving \$10,000 Incentive Award in a PAGA action).)

3 50. Plaintiff's Counsel request the Court approve the Enhancement Payment of
4 \$10,000 to be paid out of the Gross Settlement Amount to Plaintiff. By initiating this case, Plaintiff
5 stepped into the shoes of the LWDA and undertook the risks of initiating this matter and serving
6 in a representative capacity. Plaintiff spent a substantial amount of time and effort: (a) gathering
7 and producing relevant documents and information; (b) providing the facts and evidence necessary
8 to attempt to prove the allegations; (c) speaking with current and former employees of Defendant
9 to corroborate the allegations; (d) making himself accessible to answer all of Plaintiff's Counsel's
10 questions and inquiries; (e) discussing his employment experience (and work environment); (f)
11 helping Plaintiff's Counsel determine the importance of the documents produced; (g) reviewing
12 and approving the operative complaint, motions, and Settlement Agreement (and exhibits); (h)
13 helping to look over formal discovery requests and responses; (i) reviewing Defendant's pleadings;
14 (j) looking over Farroz Zamani's Motion to Intervene, Motion to Consolidate, and *Ex Parte*
15 Application to Advance Hearing Date on Motion to Intervene and Motion to Consolidate; and (k)
16 preparing for and making himself available all day to participate in mediation. Plaintiff was
17 available whenever Plaintiff's Counsel needed him and actively tried to obtain information that
18 would benefit the prosecution of this matter. Plaintiff was made aware of and accepted the risks
19 and sacrifices of serving as the named plaintiff (*e.g.*, risking a judgment entered against him for
20 attorneys' fees and costs, losing a potential source of income). Finally, Plaintiff's continued
21 assistance proved to be invaluable to Plaintiff's Counsel in terms of developing the legal theories,
22 locating putative aggrieved employees to interview, and gathering relevant documents. Without
23 Plaintiff's assistance, this matter could have dragged on for several months, or even years, which
24 would have undercut the value of the settlement obtained. Thus, it is appropriate for Plaintiff to
25 receive a reasonable Enhancement Payment for the services on behalf of the Settlement Group.

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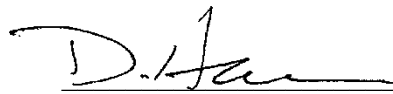
1 **OTHER PENDING MATTERS**

2 51. I am not aware of any pending matter or action asserting claims that will be
3 adversely affected by the Settlement Agreement. Proposed Intervenor Farroz Zamani's ("Zamani")
4 Motion to Intervene (*Zamani v. Sun West Mortgage Company, Inc.*, Orange County Superior
5 Court, Case No. 30-2022-01255275-CU-OE-CXC) is pending, but the Settlement Agreement –
6 based purely on civil penalties and encompassing Zamani's causes of action – does not resolve
7 any individual's claims for damages and subsumes Zamani's allegations. Consequently, Zamani's
8 action is not impaired by the Settlement Agreement.

9 **CONCLUSION**

10 52. I submit the Settlement Agreement is fair, reasonable, adequate, and in the best
11 interests of Plaintiff, LWDA, and Settlement Group Members. I submit the Settlement Agreement
12 is within the accepted range of recoveries for this type of litigation, given the inherent risk of
13 litigation and the costs of further litigation.

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15 I declare that under the penalty of perjury under the laws of California the foregoing is true
16 and correct. Executed this 4th day of June 2024 at Pasadena, California.

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EXHIBIT 1

Cases	Court	Case Number	Judge
Rodney Hoffman v. Blattner Energy Inc.	United States District Court of California Central District	ED CV 14-2195-DMG (DTBx)	Dolly Gee
Nabor Navarro v. Trans-West Intermodal, Inc.	San Bernardino County Superior Court	CIVDS1700850	Brian McCarville
Caryn Rafferty et al. v. Academy Mortgage Corporation	Sacramento County Superior Court	34-2016-00191285-CU-OE-GDS	David Brown
Carrie Baker v. Central Coast Home Health	San Luis Obispo County Superior Court	17CV-0219	Tana Coates
Jamar Farmer v. Cooks Collision, Inc.	Napa County Superior Court	17CV000969	Diane Price
Ricardo Ortega et al. v. Nestle Waters North America, Inc.	Los Angeles County Superior Court	BC623610	Carolyn Kuhl
Landon Fulmer, Jr. et al. v. Golden State Drilling, Inc.	Kern County Superior Court	S-1500-CV0279707-SDS	Stephen Schuett
Carlos McCollum et al. v. Delta Tech Service, Inc.	Solano County Superior Court	FCS049504	Scott Daniels
Carli Morel et al. v. Aseptic Solutions USA Ventures, LLC	Riverside County Superior Court	RIC1711383	Craig Riemer
Genio Chuen v. 911 Mobile Mechanic, LLC	Orange County Superior Court	30-2017-00943421-CU-OE-CXC	Glenda Sanders
Elbern Gentry v. Eugene Burger Management Corporation	Sacramento County Superior Court	34-2015-00182515-CU-OE-GDS	David Brown
Maurice Bunche et al. v. Mettler-Toledo Rainin, LLC	Alameda County Superior Court	RG18899279	Winifred Smith
Carlos Koreisz et al. v. On Q Financial, Inc	Ventura County Superior Court	56-2018-00511 126-CU-OE-VTA	Mark Borrell
Jason Manas et al. v. Kenai Drilling Limited	Los Angeles County Superior Court	BC546330	Daniel Buckley
Michelle Xiong et al. v. Hilltop Ranch, Inc.	Merced County Superior Court	18CV-01340	Brian McCabe
Karen Morgan v. Childtime Childcare, Inc.	United States District Court of California Central District	8:17-cv-01641 AG (KESx)	Andrew Guilford
Daniel Flores v. Wilmar Oils & Fats (Stockton), LLC	San Joaquin County Superior Court	STK-CV-UOE-2018-0012758	Barbara Kronlund
Jordan Dahlberg et al. v. Fresno Beverage Company dba Valley Wide Beverage	Tulare County Superior Court	VCU279083	Bret Hillman
Jorge Proctor v. Helena Agri Enterprises, LLC	San Diego County Superior Court	37-2018-00057894-CU-OE-CTL	Joel Wohlfeil
Christine Arman v. Circor Aerospace, Inc.	Riverside County Superior Court	RIC1613578	Sunshine Sykes
Anthony Nuncio et al. v. MMI Services, Inc.	Kern County Superior Court	S-1500-CV-282534	David R. Lampe
Mario R. Guerrero et al. v. Plaza Home Mortgage, Inc.	Imperial County Superior Court	ECU001150	L. Brooks Anderholt
Mansour Nije v. Lucira Health, Inc. f/k/a Diassess, Inc.	Alameda County Superior Court	RG20055890	Julia A. Spain
Patricial Alcantar et al v. Bay Equity, LLC	Marin County Superior Court	CIV1903376	James Chou
Efrain Perez v. Freedom Medical, Inc.	San Bernardino County Superior Court	CIVDS1903517	Bryan F. Foster
Beverly Saolom v. Pulmonox Corporation	San Mateo County Superior Court	19-CIV-05070	Nancy Fineman
Matthew Tucker v. BYD Coach & Bus, LLC	Los Angeles County Superior Court	BC698921	Amy Hogue
Jose Duval v. Dawson Oil Company	Sacramento County Superior Court	34-2020-00276862-CU-OE-GDS	Shama H. Mesiwala
Steven DelCorso v. Westland Technologies, Inc.	Stanislaus County Superior Court	CV-20-002807	John R. Mayne
Priscilla Ramirez v. Amphastar Pharmaceuticals, Inc.	San Bernardino County Superior Court	CIVDSZOI1327	David Cohn
Jose Zuniga v. Central Valley Concrete, Inc.	Merced County Superior Court	20CV-00490	Brian McCabe
Robert Enriquez v. MCE Corporation	Contra Costa County Superior Court	MSC20-01744	Edward Weil
Amanda Cunningham v. Cottonwood H.C., Inc. dba Cottonwood Post-Acute Rehab	Yolo County Superior Court	CV2021-1375	Daniel M. Wolk
Nguyen Ngo, et al. v. Medimpact Healthcare Systems, Inc.	San Diego County Superior Court	37-2020-00015657-CU-OE-CTL	Keri Katz
Steven Jefferson v. McCormack Baron Management, Inc.	San Francisco County Superior Court	CGC-20-588162	Richard B. Ulmer Jr.
Allen Morgan v. Wehah Farm, Inc dba Lundberg Family Farms	Butte County Superior Court	20CV02554	Stephen E. Benson
Earl Rhodes, et al. v. Cavotec Dabico US Inc., et al.	Orange County Superior Court	30-2021-01177305-CU-OE-CXC	Peter Wilson
Alexandra Pelgrift v. The 21st Amendment Brewery Cafe	San Francisco County Superior Court	CGC-20-585227	Ethan P. Schulman
Beverly Salom, et al. v. Lumentum Operations LLC, et al.	Santa Clara County Superior Court	19CV354198	Sunil R. Kulkarni
Leroy Rost v. Lehigh Hanson, Inc. et al.	San Luis Obispo County Superior Court	20CV-0225	Tana L. Coates
Suleni Itzep, et al. v. Axonics Modulation Technologies, Inc.	Orange County Superior Court	30-2020-01140962-CU-OE-CXC	Lon F. Hurwitz
Earl Gandionco v. Allergan, Inc. et al.	San Joaquin County Superior Court	STK-CV-UOE-2022-0003077	Robert T. Waters
Kris Brehm, et al. v. Platinum Living Services, Inc. dba Oakwood Village	Placer County Superior Court	S-CV-0046296 (Consolidated with S-CV-0046676)	Michael Jones
Jarid Gomez, et al. v. Parker-Hannifin Corporation	Ventura County Superior Court	56-2022-00563952-CU-OE-VTA	Benjamin Coats
Ana Vargas, et al. v. Spates Fabricators, Inc.	Riverside County Superior Court	CVRI2100462	Harold W. Hopp
Jacob Blea v. Pacific Groservice Inc., et al.	Santa Clara County Superior Court	20CV275150	Sunil R. Kulkarni
Anthony Penca v. Sierra Nevada Brewing Co.	Butte County Superior Court	21CV02883	Tamara L. Mosbarger
Armoni Lloyd v. National Warehouse Management, LLC	Kern County Superior Court	BCV-22-102213	David R. Zulfa
Edgar Mata, et al. v. Day-Lee Foods Inc.	Los Angeles County Superior Court	20STCV21663	Kenneth R. Freeman
Samyra McCrea v. Rockridge Market Hall, LLC dba Market Hall Foods, et al.	Alameda County Superior Court	22CV005647	Evelio Grillo

EXHIBIT 2

Case Name	Court	Case Number	Judge	Type
Yadira Rodriguez, et al. v. Kaiser Foundation Hospitals, et al.	San Bernardino Superior Court	CIVDS1818367	Hon. David Cohn	Class
Ericka Monique Carroll v L.A. Family Housing, LLC, et al.	Los Angeles Superior Court	20STCV04474	Hon. Maren Nelson	Class
Brianna Cooks v Reliant Real Estate Management, Inc., et al.	Los Angeles Superior Court	18STCV05531	Hon. Amy D. Hogue	Class
Darci Fry v Laguna Asset Management, Inc., et al.	Kern County Superior Court	BCV-20-100165	Hon. Thomas Clark	PAGA
Javier Garcia v Rich Doss, Inc., et al.	Fresno County Superior Court	18CECG04533	Hon. Rosemary McGuire	Class
Sherman Lee Hardy v Hogan Personnel, LLC, et al.	San Bernardino Superior Court	CIVDS1917381	Hon. David Cohn	Class
Miguel Haro, et al. v TW Sewrvices, Inc, et al.	Orange County Superior Court	30-2019-01044791-CU-OE-CXC	Hon. Kirk Nakamura	Class
Gabriela Herrera v Pomona Quality Foam, LLC, et al.	Los Angeles Superior Court	19STCV38235	Hon. Ann I. Jones	Class
Rosemarie Williams v Inclusion Services, LLC, et al.	Los Angeles Superior Court	BC702272	Hon. Daniel J. Buckley	Class
Steven Michael Webb, et al. v. United Valet Parking, Inc., et al.	San Diego Superior Court	37-2019-00046009-CU-OE-CTL	Hon. Richard E. L. Strauss	Class
Andrea Denise Sennett v. Idemia America Corp., et al.	Los Angeles Superior Court	19STCV45076	Hon. Kenneth R. Freeman	PAGA
Andres Trujillo v Secard Pools, Inc., et al.	San Bernardino Superior Court	CIVDS1920474	Hon. David Cohn	Class
Shykeena Johnson, et al. v Absolute Security International, Inc., et al.	San Bernardino Superior Court	CIVDS1909589	Hon. David Cohn	Class
Edwin Rolando Prado v IMAX Corporation d/b/a IMAX WORLDWIDE HOME, et al.	San Bernardino Superior Court	CIVDS1820265	Hon. David Cohn	Class
Sarah Naticchioni v Urban Parks Concessionaries d/b/a The California Parks Company	Riverside Superior Court	RIC1823161	Hon. Sunshine Sykes	Class
Michael Teer v Sabert Corporation	Riverside Superior Court	RIC1905847	Hon. Sunshine Sykes	Class
Janine Salinas v Jafra Cosmetics International, Inc.	Los Angeles Superior Court	20STCV04284	Hon. Carolyn Kuhl	Class
Brian Perez v Merit Aluminum, Inc.	Riverside Superior Court	RIC1904580	Hon. Sunshine Sykes	Class
Christopher Luque v Glovis America, Inc.	Ventura Superior Court	56-2021-00550720-CU-OE-VTA	Hon. Jeffrey G. Bennett	Class
Dwayne Wesley v Premier Equipment Rental, Inc.	Kern County Superior Court	BCV-20-101858-BCB	Hon. Bernard C. Barmann, Jr.	Class
Jose Rivera v Acco Brands Corporation, et al.	San Bernardino Superior Court	CIVDS2020490	Hon. David Cohn	Class
Marion Schwarz v Triwest Healthcare Alliance Corp.,	Sacramento Superior Court	34-2019-00272292-CU-OE-GDS	Hon. Jill H. Talley	Class
Neil Fraser, et al. v. Valley Power Systems, Inc., et al.	Los Angeles Superior Court	20STCV00279	Hon. Carolyn B. Kuhl	Class
Janine Nelson v Captek Softgel International, Inc.	Los Angeles Superior Court	20STCV21184	Hon. Elihu M. Berle	Class
Damian Crockett v Custom Bilt Holdings, LLC d/b/a Custom Bilt Metals	Sacramento Superior Court	34-2020-00285868-CU-OE-GDS	Hon. Jill H. Talley	Class
Adrian Escobedo v. Ameripecc, Inc., et al.	Orange County Superior Court	30-2020-01170846-CU-OE-CXC	Hon. Peter Wilson	Class

EXHIBIT 3

SETTLEMENT AGREEMENT AND RELEASE

Subject to approval by the Superior Court of California, County of Orange ("Court"), this Settlement Agreement and Release ("Agreement") is made and entered by and between Plaintiff Cameron Santa Cruz ("Plaintiff"), on behalf of himself and as a representative aggrieved employee pursuant to Labor Code sections 2698 *et seq.* (Private Attorneys General Act of 2004 ("PAGA")), and Defendant Sun West Mortgage Company, Inc. ("Defendant") to settle the civil action entitled *Santa Cruz v. Sun West Mortgage Company, Inc.* (Case No. 30-2022-01239675-CU-OE-CXC) ("Lawsuit"). Plaintiff and Defendant are collectively referred to herein as the "Parties," and each may be individually referred to herein as a "Party."

RECITALS

This Agreement is made in consideration of the following facts:

A. Plaintiff is a former exempt employee of Defendant.

B. Plaintiff contends he suffered one or more violations of the Labor Code during his employment with Defendant and that he is an aggrieved employee under PAGA. Pursuant to PAGA, an aggrieved employee may, after exhausting administrative remedies with the California Labor and Workforce Development Agency ("LWDA"), act as an agent of the State of California to bring an action to recover civil penalties from their former employer on behalf of themselves and other current or former employees for violations of the Labor Code.

C. Pursuant to PAGA, on October 26, 2021, Plaintiff submitted a letter to the LWDA ("PAGA Notice") alleging that Defendant subjected him and other current and former hourly-paid, commission-based, salaried, non-exempt, and/or exempt employees of Defendant within the State of California to certain violations under the Labor Code, including sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. These violations were premised upon Defendant's alleged: (1) failure to compensate their hourly-paid, commission-based, salaried, non-exempt, and/or exempt employees for all hours worked; (2) failure to properly pay all wages owed; (3) failure to provide, authorize, and/or permit meal and rest breaks (or pay premiums in lieu thereof); (4) failure to keep and provide complete and accurate wage statements; (5) failure to reimburse employees for all necessary business expenses and related costs; (6) failure to timely pay all wages due during employment and upon termination; (7) failure to maintain accurate and complete payroll records, and (8) misclassification of exempt employees, all of which are collectively referred to herein as the "PAGA Claims."

D. The Lawsuit includes the complaint Plaintiff filed on January 4, 2022 that seeks to recover civil penalties and attorneys' fees based on the PAGA Claims.

E. After evaluating the strengths and weaknesses of their positions, considering the time, expense, and risk associated with litigating the Lawsuit to judgment, and engaging in arm's-length settlement negotiations at an all-day mediation on February 19, 2024 with the mediator Paul Grossman, the Parties agreed to fully and finally settle any and all claims in the Lawsuit ("Settlement") up to and through the Settlement Period (as defined herein).

F. Defendant denies all the allegations in the Lawsuit and any contention that Defendant committed any misconduct, wrongdoing, or any other actionable conduct of any kind, including any violation of the Labor Code.

G. The Parties have each independently analyzed and investigated the facts and law relevant to the Lawsuit through discovery. Defendant has produced, and Plaintiff has reviewed, a substantial amount of documents and data, including, but not limited to, information pertaining to the employment policies, practices, and procedures implicated by the PAGA Claims. This included meal and rest breaks, overtime, timekeeping, and payroll policies, sampling of timekeeping and payroll records, wage statements for Plaintiff and other hourly-paid, commission-based, salaried, non-exempt, and/or exempt employees, and summaries of data pertaining to the number of employees allegedly affected by the PAGA Claims. The Parties have had ample opportunity to evaluate their positions on the merits of the claims asserted.

H. The Parties agree to cooperate and to take all steps necessary and appropriate to effectuate all aspects of this Agreement and to obtain the Court's approval of this Settlement and entry of judgment.

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the Parties agree to, and, pursuant to Labor Code section 2699(1)(2), seek approval of, the following settlement terms.

SETTLEMENT TERMS

1. **Court Approval of the Agreement.** In accordance with Labor Code section 2699(1)(2), the Parties will present this Agreement to the Court for its review and approval via a stipulation or noticed motion.

2. **Delivery of Agreement to the LWDA.** As required by Labor Code section 2699(1)(2), Plaintiff will cause this Agreement to be submitted to the LWDA at the same time that this Agreement is submitted to the Court for approval.

3. **Effective Date.** This Agreement shall become fully effective the later of either: (a) the Court has granted the motion for approval of the Settlement and approved amounts for Attorneys' Fees Award, Litigation Costs Award, Administration Costs, Enhancement Payment, and PAGA Penalties Fund (terms as defined herein), the Released Claims, and all the other material terms of this Agreement and has entered the Final Judgment consistent with this Agreement; or (b) the date there is a final resolution of the objection or appeal if the LWDA files an objection.

4. **No Admission of Liability.**

(a) The Parties acknowledge and agree this Agreement is the result of, and evidences, a compromise and settlement of disputed claims in the Lawsuit. Defendant denies and continues to deny all the allegations made by Plaintiff in the Lawsuit. Defendant also denies and continues to deny that they are liable or owe any damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Lawsuit. Defendant denies any liability or wrongdoing of any kind in connection with the claims, and contends that, during all relevant time periods, it complied in all respects with applicable state and federal laws and regulations. Without admitting or conceding any liability or damages, and without admitting that a representative PAGA action is appropriate except for settlement purposes alone, Defendant has agreed to settle the Lawsuit on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of continued litigation.

(b) The Parties understand and agree that this Agreement and any exhibit thereto are settlement documents and shall be inadmissible for any purpose in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Agreement. The Parties agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

5. **Persons and Entities Covered by this Agreement.**

(a) **The Settlement Period.** This Agreement shall cover the period from January 4, 2021 through May 19, 2024 ("Settlement Period").

(b) **The Settlement Group.** This Agreement shall cover all current or former employees of Defendant who worked with loans, including, but not limited to, the following: Area Manager, Assistant Branch Manager, Assistant Manager, Loan Officer, Assistant Sales Manager, Assistant Vice President - Sales Finance, Associate Loan Officer, Branch Business Development Associate, Branch Manager, Branch Manager Assistant, Branch Marketing Assistant, Branch Operations Assistant, Branch Operations Manager, Branch Sales Coordinator, Business Development, Business Development Manager, Business Development Officer, Business Development Partner, Call Center Manager, Call Center Mortgage Loan Officer, Client Relations Manager, Client Relations Specialist, Client Services Specialist, Client Support Specialist, Customer Care Level II, Customer Service Specialist, DE Underwriter, Division Underwriting Manager, Field Mortgage Loan Officer, Funder, Insuring, Insuring Officer, Junior Processor, Level 1 Support Analyst, Loan Coordinator, Loan Coordinator Team Lead/Relationship Manager, Loan Coordinator/Processor Assistant, Loan Officer, Loan Officer Assistant, Loan Partner, Loan Processor, Loan Production Manager, Loan Support, Loss Mitigation Underwriter, MLO, Renovation Specialist, MLO/Business Development Officer, Market Manager, Mortgage Consultant, Mortgage Loan Officer, Mortgage Loan Originator, Non Producing Sales Manager, Non-Producing Branch Manager, Operations Manager, Part Time - Client relations Specialist, Part Time Mortgage Loan Officer, Part time Senior Mortgage Loan Originator, Pipeline Analyst, Pipeline Manager, Post Closing Analyst, Pricing Expert, Processor, Producing Branch Manager, Production – Team Lead, Production Assistant, Production Manager, Production Manager –

Senior Loan Officer, Production Manager / Escalations Specialist, QC Analyst, Recruiter & Call Center MLO, Regional Manager, Regional Operations Manager, Regional Sales Manager, Relationship Manager, Relationship Manager / Loan Partner, Risk Management Specialist, Sales Manager, Senior Loan Officer, Senior Manager, Senior Mortgage Loan Officer, Senior Mortgage Trainer, Senior Processor, Senior Underwriter, Senior Vice President – Business Development, Senior Vice President Production Management, Subject Matter Specialist – DE/VA/USDA Underwriter, Trailing Docs Associate, Transaction Assistant, Underwriter, Underwriter – Level 1, Underwriting Supervisor, VA Underwriter, Vendor Order Support, Western Region Sales Manager, Western Regional Manager, Wholesale Production Supervisor, and Wholesale Sales Manager, excluding executive positions and administrative positions, within the State of California at any time during the Settlement Period. Such employees shall be collectively referred to herein as the “Settlement Group.” Each employee within the Settlement Group may be individually referred to herein as a “Settlement Group Member.”

(i) The Parties agree there will be no right of Settlement Group Members to opt out of or object to the Settlement. There will also be no claims process and no reversion. Defendant estimates there are 666 Settlement Group Members that worked 12,000 pay periods during the Settlement Period.

6. Settlement Administration.

(a) The Parties will retain Phoenix Class Action Administration Solutions to act as the “Settlement Administrator” with respect to this Agreement.

(b) The Settlement Administrator shall be responsible for establishing a qualified settlement fund pursuant to 26 U.S.C. section 486B, making all payments required by this Agreement, handling all required tax withholding and reporting related thereto to the extent necessary, and issuing all appropriate tax forms to Plaintiff, Plaintiff’s Counsel, the Settlement Group, and LWDA resulting from the settlement payments under this Agreement.

(c) Any disputes concerning administration of the Agreement may be submitted to the mediator who facilitated the negotiation of this Agreement. If the Parties cannot resolve their dispute with the mediator’s assistance, the dispute may be submitted to and resolved by the Court.

7. Settlement Payments.

(a) **Gross Settlement Amount.** In consideration of, and subject to, the promises, terms, and conditions set forth in this Agreement – including the releases set forth in Section 9 of this Agreement – Defendant shall pay the maximum gross sum of \$900,000 (“Gross Settlement Amount”), in the manner and method set forth in this Agreement, to fully, finally, and completely settle the Lawsuit and PAGA Claims alleged therein, including any and all associated claims for civil penalties, attorneys’ fees, interest, and litigation costs and expenses. Nothing in this Agreement, aside from the conditions set forth in Section 10, shall require Defendant to pay, or make Defendant liable for, more than the Gross Settlement Amount to fully, finally, and completely settle the Lawsuit and all claims alleged therein.

(b) **Allocation of Gross Settlement Amount.** The Gross Settlement Amount shall consist of the following categories of payments: proposed award of attorneys' fees to Plaintiff's Counsel ("Attorneys' Fees Award"), proposed award of litigation costs and expenses to Plaintiff's Counsel ("Litigation Costs Award"), proposed payment of settlement administration costs to the Settlement Administrator ("Administration Costs"), proposed enhancement payment to Plaintiff ("Enhancement Payment"), and proposed payments of civil penalties to the LWDA and Settlement Group ("PAGA Penalties Fund"). Subject to approval by the Court, these amounts shall be paid and allocated as set forth below in Sections 7(b)(i) through 7(b)(v) of this Agreement.

(i) **Attorneys' Fees Award.**

(A) Plaintiff's Counsel in the Lawsuit – Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation ("Plaintiff's Counsel") – may submit a combined application to the Court for an award of attorneys' fees in an amount not to exceed the gross sum of thirty-five percent (35%) of the Gross Settlement Amount. Defendant will not oppose or object to this application. Defendant shall have no liability for attorneys' fees except as provided for in this Agreement.

(B) Any Attorneys' Fees Award approved by the Court will be paid out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of all claims Plaintiff may have for attorneys' fees arising out of the Lawsuit through the Effective Date of this Agreement, including work not yet performed.

(C) This Agreement is not contingent upon the Court approving an Attorneys' Fees Award in an amount equal to the maximum amount authorized by Section 7(b)(i)(A) of this Agreement. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve an Attorneys' Fees Award that is less than the amount authorized by Section 7(b)(i)(A) of this Agreement or the amount requested by Plaintiff's Counsel. The Court's refusal to approve the Attorneys' Fees Award requested by Plaintiff's Counsel does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Attorneys' Fees Award authorized by Section 7(b)(i)(A) of this Agreement is not approved by the Court, only the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendant's obligations with respect to the Attorneys' Fees Award. Additionally, any difference between the Attorneys' Fees Award authorized by Section 7(b)(i)(A) and Attorneys' Fees Award approved by the Court will become part of the PAGA Penalties Fund.

(ii) **Litigation Costs Award.**

(A) Plaintiff's Counsel may submit an application to the Court for an award for reimbursement of litigation costs and expenses incurred by Plaintiff's Counsel in connection with the Lawsuit that is currently estimated not to exceed the combined gross sum of \$25,000 ("Litigation Costs Award"). Defendant will not oppose or object to this application. Defendant shall have no liability for attorneys' costs except as provided for in this Agreement.

(B) Any Litigation Costs Award approved by the Court will be paid out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of all claims Plaintiff may have for litigation costs and expenses arising out of the Lawsuit through the Effective Date of this Agreement, including litigation costs and expenses not yet incurred.

(C) This Agreement is not contingent upon the Court approving a Litigation Costs Award in an amount equal to the maximum amount authorized by Section 7(b)(ii)(A) of this Agreement. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve a Litigation Costs Award that is less than the amount authorized by Section 7(b)(ii)(A) of this Agreement or the amount requested by Plaintiff's Counsel. The Court's refusal to approve the Litigation Costs Award requested by Plaintiff's Counsel does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Litigation Costs Award authorized by Section 7(b)(ii)(A) of this Agreement is not approved by the Court, only the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendant's obligations with respect to the Litigation Costs Award. Additionally, any difference between the Litigation Costs Award authorized by Section 7(b)(ii)(A) and Litigation Costs Award approved by the Court will become part of the PAGA Penalties Fund.

(iii) **Administration Costs.**

(A) Subject to approval by the Court, an amount currently estimated at \$10,000 will be paid to the Settlement Administrator out of the Gross Settlement Amount to cover the costs of the settlement administration process ("Administration Costs"). If the actual costs of the settlement administration process are less than the amount approved by the Court, the balance will become part of the PAGA Penalties Fund.

(B) Any Administration Costs approved by the Court will be paid out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of any settlement administration costs.

(C) This Agreement is not contingent upon the Court approving Administration Costs in an amount equal to the maximum amount authorized by Section 7(b)(iii)(A) of this Agreement. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve Administration Costs in an amount that is less than the amount authorized by Section 7(b)(iii)(A) of this Agreement. The Court's refusal to approve the Administration Costs requested does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Administration Costs authorized by Section 7(b)(iii)(A) of this Agreement is not approved by the Court, no more than the approved amount shall be paid to the Settlement Administrator out of the Gross Settlement Amount. Additionally, the difference between the Administration Costs authorized by Section 7(b)(iii)(A) and Administration Costs approved by the Court will become part of the PAGA Penalties Fund.

(iv) **Enhancement Payment.**

(A) Plaintiff may submit an application to the Court for an award of an enhancement payment in an amount not to exceed \$10,000 to Plaintiff for the time and effort and for the risk undertaken in bringing and prosecuting the Lawsuit. Defendant shall not oppose any requests by Plaintiff for the Enhancement Payment, which will be paid out of the Gross Settlement Amount.

(B) This Agreement is not contingent upon the Court approving the Enhancement Payment in an amount equal to the maximum amount authorized by Section 7(b)(iv)(A). This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Enhancement Payment in an amount less than that authorized by Section 7(b)(iv)(A). The Court's refusal to approve the Enhancement Payment requested by Plaintiff's Counsel does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(C) If any portion of the Enhancement Payment authorized by Section 7(b)(iv)(A) is not approved by the Court, no more than the approved amount shall be paid to Plaintiff from the Gross Settlement Amount. Additionally, any difference between the Enhancement Payment authorized by Section 7(b)(iv)(A) and Enhancement Payment approved by the Court will become part of the PAGA Penalties Fund.

(v) **PAGA Penalties Fund.** The portion of the Gross Settlement Amount remaining after the Attorneys' Fees Award, Litigation Costs Award, Enhancement Payment, and Administration Costs are paid shall be designated the "PAGA Penalties Fund," from which payments deemed to constitute a full and complete satisfaction of any and all claims in the Lawsuit for civil penalties under PAGA shall be made. Subject to approval by the Court, the PAGA Penalties Fund shall be allocated and paid as follows:

(A) **The LWDA Payment.** Seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the LWDA for enforcement of labor laws, including the administration of PAGA, and for education of employers and employees about their rights and responsibilities under the Labor Code.

(B) **Individual Settlement Awards.** Twenty-five percent (25%) of the PAGA Penalties Fund shall be designated as the "Net Settlement Amount" and will be paid to the Settlement Group on a pro rata basis. Each Settlement Group Member will receive a pro-rated share of the Net Settlement Amount based on the total number of pay periods the Settlement Group Member worked for Defendant in California during the Settlement Period. The maximum amount that each Settlement Group Member is entitled to receive ("Individual Settlement Award") is determined by multiplying the Net Settlement Amount by a ratio that is determined by dividing the total number of pay periods worked by the Settlement Group Member for Defendant in California during the Settlement Period by the total number of pay periods worked by all Settlement Group Members for Defendant in California during the Settlement Period, as expressed in the following formula:

(1) Individual Settlement Award = Net Settlement Amount x (total number of pay periods worked by the Settlement Group Member ÷ total number of pay periods worked by all Settlement Group Members).

(2) The Parties intend the Net Settlement Amount shall be sufficient to pay all valid claims of Settlement Group Members in accordance with the formula set forth above. If for any reason the total value of payments to Settlement Group Members exceeds this amount, then payments to each Settlement Group Member will be adjusted on a pro-rata basis so that the total payout to Settlement Group Members does not exceed the Net Settlement Amount.

(c) **No Effect on Employee Benefits.** The payments made to Settlement Group Members pursuant to this Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Group Members may be eligible, including, but not limited to, any profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or other benefit plans available to the Settlement Group Members. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Settlement Group Members may be entitled under any benefit plans.

(i) **Payments to Plaintiff's Counsel.** The Attorneys' Fees Award and Litigation Costs Award shall be treated as IRS Form 1099 income. Accordingly, the Settlement Administrator shall issue an IRS Form 1099 to Justice Law Corporation in connection with its Attorneys' Fees Award and Litigation Costs Award.

(ii) **Payments to the LWDA.** The seventy-five percent (75%) of the PAGA Penalties Fund payable to the LWDA under Section 7(b)(v)(A) of this Agreement shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income.

(iii) **Payments to the Settlement Group.** Individual Settlement Awards shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income. An IRS Form 1099 will be issued to each Settlement Group Member in connection with their Individual Settlement Award if it is \$600 or more.

(iv) **Payment of Enhancement Payment to Plaintiff.** The Enhancement Payment to Plaintiff shall be treated as IRS Form 1099 income. Accordingly, the Settlement Administrator shall issue an IRS Form 1099 to Plaintiff.

(d) **Tax Indemnification.** Plaintiff, Plaintiff's Counsel, Settlement Group, and applicable governmental authorities (including the LWDA) are solely responsible for all tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of this Agreement and the payment of the amounts set forth above in Section 7(b). Neither Defendant nor Defendant's counsel make any express or implied promise, representation, or warranty regarding the tax consequences or tax treatment under federal or state tax laws for any sum paid pursuant to this Agreement.

8. **Notice of Settlement and Distribution of Settlement Payments.**

(a) **Settlement Group Members' List.** Within twenty-one (21) business days of the Effective Date, Defendant shall provide to the Settlement Administrator a list of Settlement Group Members that identifies each of their: (i) Social Security Numbers; (ii) last known addresses; (iii) telephone numbers; and (iv) number of pay periods worked for Defendant during the Settlement Period. Defendant agrees to consult with the Settlement Administrator as required to provide the list in a format reasonably acceptable for the performance of the duties of the Settlement Administrator. The Settlement Administrator will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information and return or certify the destruction of the information upon completion of the Settlement Administration process. The list of Settlement Group Members shall not be shared with Plaintiff or Plaintiff's Counsel.

(b) **Mailing of the Explanatory Notice Letters.** Before mailing the explanatory notice letters in the form attached hereto as **Exhibit A**, the Settlement Administrator shall update the Settlement Group Members' addresses using the National Change of Address Database ("NCOA"). Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Settlement Group Members' list, the Settlement Administrator will send the explanatory notice letter via regular First-Class U.S. Mail in English and Spanish to all Settlement Group Members identified in the list.

(c) **Returned Explanatory Notice Letters.** No later than three (3) business days after the Settlement Administrator's receipt of any explanatory notice letter by the USPS as undelivered, the Settlement Administrator shall remail the explanatory notice letter using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Settlement Administrator shall use the NCOA and skip tracing to find the most current address and remail the explanatory notice letter to the most current address obtained.

(d) **Challenges to the Allocation of Pay Periods.** Each Settlement Group Member shall have forty-five (45) calendar days after the Settlement Administrator mails the explanatory notice letters (plus an additional 14 calendar days for the Settlement Group Members whose explanatory notice letters are remailed) to challenge the number of pay periods allocated to them in their explanatory notice letters ("Response Deadline"). The Settlement Group Members may challenge the allocation of pay periods by communicating with the Settlement Administrator via fax, email, or mail on or before the Response Deadline. The Settlement Administrator must encourage the challenging Settlement Group Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the pay periods contained in the explanatory notice letters are correct so long as they are consistent with the list provided by Defendant. The Settlement Administrator will evaluate the evidence submitted by the Settlement Group Member and make a recommendation to the Parties as to which figures should be applied. If the Parties disagree with the Settlement Administrator's recommendation, the dispute will be presented to the Court for determination. The Court will make the final decision on such disputes.

(e) **Funding of Settlement by Defendant.** Within fourteen (14) calendar days of the Response Deadline, Defendant shall deposit the Gross Settlement Amount into the qualified settlement fund created by the Settlement Administrator.

(f) **Timing of Payment by Settlement Administrator.** Within fourteen (14) calendar days of the funding of the Gross Settlement Amount by Defendant, the Settlement Administrator will issue the payments required by Section 7 of this Agreement to the appropriate entities or persons. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual Settlement Awards. The payments will be accompanied by a follow-up explanatory letter in English and Spanish in the form attached hereto as **Exhibit B**.

(g) **Payment of Individual Settlement Awards.**

(i) Individual Settlement Awards will be paid in the form of a check delivered to each Settlement Group Member at the last known address on file with Defendant or as updated by the Settlement Administrator.

(ii) Individual Settlement Award checks will remain negotiable for one hundred twenty (120) calendar days after the date of their issuance ("Check Stale Date"). Any Individual Settlement Award checks that are not cashed, deposited, or negotiated on or before the Check Stale Date will be void, and the amount of those checks will be directed to the California State Controller for deposit in the Unclaimed Property Fund in the name of the employee.

(iii) Any checks to the Settlement Group returned as undeliverable on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will attempt to determine the correct address using a skip trace or other reasonable method and will then perform a single remailing.

(iv) Any Settlement Group Member who cannot be located after the above procedures are followed will continue to be bound by this Agreement. But the funds associated with such Settlement Group Member's Individual Settlement Award will be directed to the California State Controller for deposit in the Unclaimed Property Fund in their name.

9. **Releases.**

(a) **Release of PAGA Claims.** Effective on the date when Defendant fully funds the Gross Settlement Amount, this Agreement and judgment to be entered by the Court following this Agreement will forever bar Plaintiff, all Settlement Group Members, LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all allegedly aggrieved employees, from pursuing any action against Defendant and its parents, subsidiaries, affiliates, predecessors, successors in interest, agents, insurers, employees (current and former), officers, directors, and attorneys ("Released Parties") under PAGA based on the PAGA claims pled in the operative complaint or which could have been pled under PAGA based on the facts alleged in the operative complaint and PAGA Notice and that arose during the Settlement Period ("Released Claims"). The Released Claims include, but are not limited to, claims under the PAGA

for civil penalties for alleged violations of Labor Code sections 201-204, 210, 216, 218.5, 218.6, 221, 225, 225.5, 226, 226(a), 226.2, 226.3, 226.7, 226.8, 246, 432.5, 510, 512(a), 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2698, 2751, 2753, 2800, and 2802, which include: (i) failure to pay minimum and overtime wages, including commissions and bonuses; (ii) failure to provide paid sick leave; (iii) failure to provide meal periods and rest breaks; (iv) failure to timely pay wages during employment; (v) failure to pay wages upon termination; (vi) failure to provide complete and accurate wage statements; (vii) failure to keep complete and accurate payroll records; (viii) failure to reimburse business expenses; (ix) misclassification of exempt employees; and (x) withholding of wages. The Released Claims also include all related claims for civil penalties under the governing Wage Orders and claims for attorneys' fees, costs, or interest resulting therefrom.

(b) Plaintiff's General Release and Waiver of Rights Under Civil Code Section 1542. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, in consideration of the amount of the Enhancement Payment approved by the Court, Plaintiff agrees for himself and his spouses, heirs, successors, and assigns, to forever generally release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the Effective Date, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including, but not limited to, all claims arising out of, based upon, or relating to his employment with Defendant or remuneration for, or termination of, such employment, whether known or unknown, arising under any federal, state, or local law, or statute. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law Plaintiff now knows or believes to be true. But Plaintiff agrees that this general release shall be and remain effective in all respects, notwithstanding such different or additional facts or his discovery of them.

For purposes of this general release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Civil Code section 1542, which provides:

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.

10. Plaintiff's Option to Cancel the Agreement. This Agreement was reached based on a total number of approximately 12,000 pay periods worked by Settlement Group Members in the Settlement Period. If it is determined the number of pay periods within the Settlement Period exceeds ten percent (10%) or more of 12,000 (*i.e.*, more than 13,200 pay periods), Plaintiff shall have the option to cancel the Agreement.

11. Waiver of Appeal Rights. By accepting this Settlement, and upon the Court granting approval of the settlement, Plaintiff and Plaintiff's Counsel hereby waive any and all rights they may have to appeal any judgment, ruling, or order made by the Court in the Lawsuit including, without limitation, any order granting approval of this Settlement or dismissing the

Lawsuit with prejudice. This includes all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, a motion for relief, and any extraordinary writ, and the approval, therefore, will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the approval, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the approval becomes final.

12. **Acknowledgement of Fair and Reasonable Settlement.** The Parties have arrived at this Agreement after arm's-length negotiations between experienced counsel. Each of the Parties acknowledges, agrees, and believes this Agreement is a fair, adequate, and reasonable settlement of the Lawsuit. The Parties further acknowledge they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. Each Party to this Agreement agrees and represents it has investigated the facts relevant to this Agreement, and all matters pertaining thereto, to the full extent that each Party deems necessary. The Parties agree this Agreement reflects their good faith compromise of the claims raised in the Lawsuit based on their assessment of the mutual risks and costs of further litigation and the assessments of their counsel.

13. **Authority to Enter the Agreement.** Each Party represents and warrants it has the right and authority to execute this Agreement. It is agreed the Settlement Group Members are so numerous that it is impossible or impractical to have each member execute this Agreement. It is agreed this Agreement may be executed on behalf of the Settlement Group Members by Plaintiff and Plaintiff's Counsel.

14. **Ownership of Claims.** The Parties represent they have not transferred or assigned, or purported to transfer or assign, to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

15. **Authorization of Counsel.** The Parties' counsel warrant and represent they are authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate its terms.

16. **Attorneys' Fees.** Except as set forth in this Agreement, each side shall bear its own costs and attorneys' fees.

17. **Confidentiality.** Except as provided below to the extent necessary to effectuate the settlement or as required by court or legal process, the Parties and their counsel will keep confidential the facts relating to the existence of this Agreement, negotiations leading to the execution of this Agreement, terms of this Agreement, and alleged factual basis for Plaintiff's claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in

future actions, Plaintiff's Counsel may reference the Action only by name and case number in a declaration establishing adequacy as class or representative counsel. Breach of this provision by Plaintiff or Plaintiff's Counsel shall entitle Defendant, in the exercise of their sole discretion, to nullify the Settlement at any time before approval by the Court. Should Plaintiff at any time breach this provision, Plaintiff shall forfeit to Defendant the full amount of the Enhancement Award. Without limitation by the foregoing, Defendant also may enforce this provision through an action for injunctive relief. Plaintiff waives any obligation by Defendant to file a bond in connection with any such action.

18. **Duty to Cooperate.** Each Party agrees it will abide by this Agreement and that the Parties and their counsel will cooperate with each other to affect the implementation of this Agreement. The Parties pledge their good faith and fair dealing in supporting the approval of this Agreement by the Court, including, but not limited to, fully documenting the settlement, completing or filing any other documents or pleadings, arguing that the terms and conditions agreed upon should be enforced fully, commencing any required action (either in court or in arbitration), jointly appealing and/or otherwise exhausting judicial review of any adverse ruling, etc. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the mediator who facilitated the negotiation of this Agreement. If the Parties cannot resolve their dispute with the assistance of the mediator, the Parties may seek the assistance of the Court.

19. **Nullification of Agreement.** Defendant's payment of the Gross Settlement Amount shall be subject to the Court granting approval. If the Court fails to grant approval, the Parties shall be returned to their original positions as though this Agreement had never been entered into at all, with the exception that if any settlement administration costs are due and payable, the Parties agree to split those costs.

20. **Defendant's Option to Revoke.** If the settlement, or any terms therein, is modified, vacated, altered, or becomes otherwise subject to challenge by law, including, but not limited to, any law that became effective after the execution of this Agreement, so that this Agreement is not approved by the Court in its entirety and the intent of the Parties cannot be accomplished after jointly taken efforts to enforce it have been exhausted, Defendant shall have the option to revoke this Agreement at its sole discretion.

21. **Severability.** If any clause or provision of this Agreement is declared illegal or unenforceable, it shall be modified as minimally as necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

22. **Governing Law and Interpretation.** This Agreement shall be governed in accordance with the laws of the State of California. The Agreement shall be interpreted in accordance with the plain meaning of its terms and shall not be strictly interpreted for or against any of the Parties to this Agreement. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, the Parties expressly waive the benefit of any

legal principle or rule providing that in cases of uncertainty the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

23. **Continuing Jurisdiction of the Court.** Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over the Lawsuit and Parties to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement.

24. **Admissibility of Agreement.** The Parties agree this Agreement is admissible for the purposes of proving up and or enforcing the terms of the Agreement, as set forth herein, pursuant to Evidence Code section 1123.

25. **Amendment and Modification.** This Agreement may not be modified, altered, or changed, except by a written instrument signed by either the Parties or their successors-in-interest or counsel for all Parties.

26. **Discovery of Documents and Information.** Plaintiff and Plaintiff's Counsel agree that they will destroy all documents and information provided to them by Defendant during this Lawsuit within sixty (60) calendar days after the completion of the administration of the Settlement. Plaintiff's Counsel agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than Settlement of the Lawsuit.

27. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the Parties hereto and their agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

28. **No Representations.** The Parties acknowledge, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Agreement.

29. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile transmission or scanned e-mail transmission have the same force, validity, and effect as original signatures.

* * *

IN WITNESS WHEREOF, the Parties knowingly and voluntarily accept the terms of this Settlement Agreement and Release by affixing their signatures below.

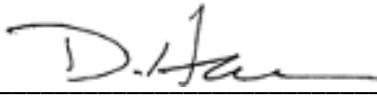
Dated: 05/24/2024

Cameron Santa Cruz

By: 

Dated: May 24, 2024

Justice Law Corporation [Approving as to Form Only]

By: 
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Attorneys for Plaintiff

Dated: _____

Sun West Mortgage Company, Inc.

By: _____
On behalf of Sun West Mortgage Company, Inc.

Dated: _____

Early Sullivan Wright Gizer & McRae LLP [Approving as to Form Only]

By: _____
Scott E. Gizer, Esq.
Diane M. Luczon, Esq.
Padideh Zargari, Esq.
Attorneys for Defendant

IN WITNESS WHEREOF, the Parties knowingly and voluntarily accept the terms of this Settlement Agreement and Release by affixing their signatures below.

Dated: _____

Cameron Santa Cruz

By: _____

Dated: _____

Justice Law Corporation [Approving as to Form Only]

By: _____

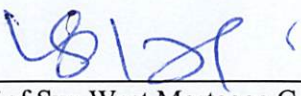
Douglas Han, Esq.

Shunt Tatavos-Gharajeh, Esq.

Attorneys for Plaintiff

Dated: 5/29/2024

Sun West Mortgage Company, Inc.

By: 

On behalf of Sun West Mortgage Company, Inc.

Dated: May 29, 2024

Early Sullivan Wright Gizer & McRae LLP [Approving as to Form Only]

By: 

Scott E. Gizer, Esq.

Diane M. Luczon, Esq.

Padideh Zargari, Esq.

Attorneys for Defendant

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Santa Cruz v. Sun West Mortgage Company, Inc.
Superior Court of California, County of Orange
Case No. 30-2022-01239675-CU-OE-CXC

Dear [Settlement Group Member's Name]:

Enclosed in this letter is the information regarding the settlement of the lawsuit filed in the Superior Court of California, County of Orange, entitled *Santa Cruz v. Sun West Mortgage Company, Inc.*, Case Number 30-2022-01239675-CU-OE-CXC ("Action"). The purpose of this letter is to provide you with basic information about the Action, pay periods allocated to you that will impact your settlement check, and effect of the settlement on your legal rights.

I. The Action

On January 4, 2022, Plaintiff Cameron Santa Cruz ("Plaintiff"), a former employee of Defendant Sun West Mortgage Company, Inc. ("Defendant"), commenced this Action by filing a complaint against Defendant pursuant to Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")) in the Superior Court of California, County of Orange ("Operative Complaint"), on behalf of the State of California and all current or former employees of Defendant who worked with loans, including, but not limited to, the following: Area Manager, Assistant Branch Manager, Assistant Manager, Loan Officer, Assistant Sales Manager, Assistant Vice President - Sales Finance, Associate Loan Officer, Branch Business Development Associate, Branch Manager, Branch Manager Assistant, Branch Marketing Assistant, Branch Operations Assistant, Branch Operations Manager, Branch Sales Coordinator, Business Development, Business Development Manager, Business Development Officer, Business Development Partner, Call Center Manager, Call Center Mortgage Loan Officer, Client Relations Manager, Client Relations Specialist, Client Services Specialist, Client Support Specialist, Customer Care Level II, Customer Service Specialist, DE Underwriter, Division Underwriting Manager, Field Mortgage Loan Officer, Funder, Insuring, Insuring Officer, Junior Processor, Level 1 Support Analyst, Loan Coordinator, Loan Coordinator Team Lead/Relationship Manager, Loan Coordinator/Processor Assistant, Loan Officer, Loan Officer Assistant, Loan Partner, Loan Processor, Loan Production Manager, Loan Support, Loss Mitigation Underwriter, MLO, Renovation Specialist, MLO/Business Development Officer, Market Manager, Mortgage Consultant, Mortgage Loan Officer, Mortgage Loan Originator, Non Producing Sales Manager, Non-Producing Branch Manager, Operations Manager, Part Time - Client relations Specialist, Part Time Mortgage Loan Officer, Part time Senior Mortgage Loan Originator, Pipeline Analyst, Pipeline Manager, Post Closing Analyst, Pricing Expert, Processor, Producing Branch Manager, Production – Team Lead, Production Assistant, Production Manager, Production Manager – Senior Loan Officer, Production Manager / Escalations Specialist, QC Analyst, Recruiter & Call Center MLO, Regional Manager, Regional Operations Manager, Regional Sales Manager, Relationship Manager, Relationship Manager / Loan Partner, Risk Management Specialist, Sales Manager, Senior Loan Officer, Senior Manager, Senior Mortgage Loan Officer, Senior Mortgage Trainer, Senior Processor, Senior Underwriter, Senior Vice President – Business Development, Senior Vice President Production Management, Subject Matter Specialist – DE/VA/USDA Underwriter, Trailing Docs Associate, Transaction Assistant, Underwriter, Underwriter – Level 1, Underwriting Supervisor, VA Underwriter, Vendor

Order Support, Western Region Sales Manager, Western Regional Manager, Wholesale Production Supervisor, and Wholesale Sales Manager, excluding executive positions and administrative positions, within the State of California at any time during the period from January 4, 2021 through May 19, 2024, otherwise referred to as “Settlement Group Members.”

In the Action, Plaintiff claimed Defendant owed civil penalties under PAGA to Plaintiff and the Settlement Group Members for alleged violations of the Labor Code. Defendant denies it violated the Labor Code, denies the allegations in the Operative Complaint, and denies all liability under PAGA to Plaintiff, Settlement Group Members, and State of California.

The merits of the Action have not been determined. However, on [REDACTED], the Superior Court of California, County of Orange, approved a settlement of the Action that Defendant entered to avoid the costs and disruption of litigation.

II. Why This Letter Is Being Sent to You

The settlement approved by the Superior Court of California, County of Orange, involves a payment of civil penalties. In accordance with PAGA, seventy-five percent (75%) of the civil penalties paid under the settlement goes to the California Labor and Workforce Development Agency. The remaining twenty-five percent (25%) of the civil penalties paid under the settlement will be distributed to all Settlement Group Members. This letter is being sent to you because you have been identified as a Settlement Group Member.

III. How the Amount of Your Settlement Payment Was Determined

Based on Defendant’s records, it was determined that you worked [REDACTED] pay periods during the period from January 4, 2021 through May 19, 2024. Based on the total number of pay periods allocated to you, your settlement payment is calculated to be about \$[REDACTED].

If you believe the number of pay periods allocated to you is incorrect, you may dispute this information by faxing, emailing, or mailing a written dispute along with supporting documentation providing contrary information to the Settlement Administrator at [REDACTED] on or before [REDACTED]. The Settlement Administrator will evaluate any evidence you submit and will make the initial decision as to the number of pay periods allocated to you. The Court will have the right to review the Settlement Administrator’s decision and make the final determination regarding unresolved disputes.

The settlement check that will be mailed to you following the expiration of the above-mentioned deadline or at the conclusion of any dispute and will remain negotiable for one hundred twenty (120) calendar days after the date of its issuance (“Check Stale Date”). If your settlement check is not cashed, deposited, or negotiated on or before the Check Stale Date, it will be voided and directed to the California State Controller’s Unclaimed Property Fund in your name.

IV. Consequences of the Settlement

The Action was filed exclusively as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

The Court's order and judgment approving the settlement of the Action binds all persons, including nonparty employees, who would be bound by a judgment in an action brought by California itself. As a result, although you are not a "party" to the Action, the judgment entered upon settlement of the Action is binding on you with respect to any claims for civil penalties under PAGA encompassed by the settlement. That is true regardless of whether you choose to cash, deposit, or negotiate your settlement check.

As a result of this settlement, Plaintiff, Settlement Group Members, and State of California are forever barred from pursuing any action against Defendant and its parents, subsidiaries, affiliates, predecessors, successors in interest, agents, insurers, employees (current and former), officers, directors, and attorneys ("Released Parties") under PAGA based on the PAGA claims pled in the operative complaint or which could have been pled under PAGA based on the facts alleged in the operative complaint and PAGA Notice and that arose during the period from January 4, 2021 through May 19, 2024 ("Released Claims"). The Released Claims include, but are not limited to, claims under the PAGA for civil penalties for alleged violations of Labor Code sections 201-204, 210, 216, 218.5, 218.6, 221, 225, 225.5, 226, 226(a), 226.2, 226.3, 226.7, 226.8, 246, 432.5, 510, 512(a), 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2698, 2751, 2753, 2800, and 2802, which include: (i) failure to pay minimum and overtime wages, including commissions and bonuses; (ii) failure to provide paid sick leave; (iii) failure to provide meal periods and rest breaks; (iv) failure to timely pay wages during employment; (v) failure to pay wages upon termination; (vi) failure to provide complete and accurate wage statements; (vii) failure to keep complete and accurate payroll records; (viii) failure to reimburse business expenses; (ix) misclassification of exempt employees; and (x) withholding of wages. The Released Claims also include all related claims for civil penalties under the governing Wage Orders and claims for attorneys' fees, costs, or interest resulting therefrom.

V. Taxation of Your Individual Settlement Award

You will be issued an IRS Form 1099 in connection with the funds paid to you via your settlement check if the amount is \$600 or more. You are solely responsible for all tax obligations attributable to you that may arise because of receiving your settlement check. If you have any tax-related questions regarding your settlement check, you should direct them to your own tax advisor.

VI. Where to Get More Information

Do not call or contact the Superior Court of California, County of Orange, about this letter, settlement, your settlement check, or Action in general. If you have questions, you may contact [REDACTED], the Settlement Administrator, at [REDACTED].

Dated: **INSERT DATE**

EXHIBIT B

FOLLOW-UP NOTICE OF PAGA SETTLEMENT

Santa Cruz v. Sun West Mortgage Company, Inc.
Superior Court of California, County of Orange
Case No. 30-2022-01239675-CU-OE-CXC

Dear [Settlement Group Member's Name]:

Earlier this year, you were sent a letter with information regarding the settlement of the lawsuit filed in the Superior Court of California, County of Orange, entitled *Santa Cruz v. Sun West Mortgage Company, Inc.*, Case Number 30-2022-01239675-CU-OE-CXC ("Action").

The letter explained that you were identified as a Settlement Group Member entitled to receive a portion of the civil penalties under the settlement. The letter also explained that your Settlement Payment was determined based on the number of pay periods you worked during the period from January 4, 2021, through May 19, 2024, and that you had until [REDACTED] to dispute the number of pay periods allocated to you.

The settlement check that accompanies this letter is now being mailed to you because the above-mentioned deadline has now expired or because your dispute regarding the number of allocated pay periods has now concluded. Your settlement check will remain negotiable for one hundred twenty (120) calendar days after the date of its issuance ("Check Stale Date"). If your settlement check is not cashed, deposited, or negotiated on or before the Check Stale Date, it will be voided and directed to the California State Controller's Unclaimed Property Fund in your name.

You will be issued an IRS Form 1099 in connection with your settlement check if the amount is \$600 or more. You are solely responsible for all tax obligations attributable to you that may arise due to receiving your settlement check. If you have any tax-related questions regarding your settlement check, you should direct them to your own tax advisor.

The remainder of this letter is to remind you of the basic information about the Action that you were informed of earlier this year. If you have questions, please contact [REDACTED], the Settlement Administrator, at [REDACTED].

Dated: **INSERT DATE**

I. The Action

On January 4, 2022, Plaintiff Cameron Santa Cruz ("Plaintiff"), a former employee of Defendant Sun West Mortgage Company, Inc. ("Defendant"), commenced this Action by filing a complaint against Defendant pursuant to Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")) in the Superior Court of California, County of Orange ("Operative Complaint"), on behalf of the State of California and all current or former employees of Defendant who worked with loans, including, but not limited to, the following: Area Manager, Assistant Branch Manager, Assistant Manager, Loan Officer, Assistant Sales Manager, Assistant Vice President - Sales Finance, Associate Loan Officer, Branch Business Development Associate, Branch Manager,

Branch Manager Assistant, Branch Marketing Assistant, Branch Operations Assistant, Branch Operations Manager, Branch Sales Coordinator, Business Development, Business Development Manager, Business Development Officer, Business Development Partner, Call Center Manager, Call Center Mortgage Loan Officer, Client Relations Manager, Client Relations Specialist, Client Services Specialist, Client Support Specialist, Customer Care Level II, Customer Service Specialist, DE Underwriter, Division Underwriting Manager, Field Mortgage Loan Officer, Funder, Insuring, Insuring Officer, Junior Processor, Level 1 Support Analyst, Loan Coordinator, Loan Coordinator Team Lead/Relationship Manager, Loan Coordinator/Processor Assistant, Loan Officer, Loan Officer Assistant, Loan Partner, Loan Processor, Loan Production Manager, Loan Support, Loss Mitigation Underwriter, MLO, Renovation Specialist, MLO/Business Development Officer, Market Manager, Mortgage Consultant, Mortgage Loan Officer, Mortgage Loan Originator, Non Producing Sales Manager, Non-Producing Branch Manager, Operations Manager, Part Time - Client relations Specialist, Part Time Mortgage Loan Officer, Part time Senior Mortgage Loan Originator, Pipeline Analyst, Pipeline Manager, Post Closing Analyst, Pricing Expert, Processor, Producing Branch Manager, Production – Team Lead, Production Assistant, Production Manager, Production Manager – Senior Loan Officer, Production Manager / Escalations Specialist, QC Analyst, Recruiter & Call Center MLO, Regional Manager, Regional Operations Manager, Regional Sales Manager, Relationship Manager, Relationship Manager / Loan Partner, Risk Management Specialist, Sales Manager, Senior Loan Officer, Senior Manager, Senior Mortgage Loan Officer, Senior Mortgage Trainer, Senior Processor, Senior Underwriter, Senior Vice President – Business Development, Senior Vice President Production Management, Subject Matter Specialist – DE/VA/USDA Underwriter, Trailing Docs Associate, Transaction Assistant, Underwriter, Underwriter – Level 1, Underwriting Supervisor, VA Underwriter, Vendor Order Support, Western Region Sales Manager, Western Regional Manager, Wholesale Production Supervisor, and Wholesale Sales Manager, excluding executive positions and administrative positions, within the State of California at any time during the period from January 4, 2021 through May 19, 2024, otherwise referred to as “Settlement Group Members.”

In the Action, Plaintiff claimed Defendant owed civil penalties under PAGA to Plaintiff and the Settlement Group Members for alleged violations of the Labor Code. Defendant denies it violated the Labor Code, denies the allegations in the Operative Complaint, and denies all liability under PAGA to Plaintiff, Settlement Group Members, and State of California.

The merits of the Action have not been determined. However, on [REDACTED], the Superior Court of California, County of Orange, approved a settlement of the Action that Defendant entered to avoid the costs and disruption of litigation. The settlement involves a payment of civil penalties. In accordance with PAGA, seventy-five percent (75%) of the civil penalties under the settlement has been paid to the California Labor and Workforce Development Agency. The remaining twenty-five percent (25%) of the civil penalties under the settlement has been distributed to Settlement Group Members; your settlement check represents a portion of these civil penalties.

II. Consequences of the Settlement

The Action was filed exclusively as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

The Court's order and judgment approving the settlement of the Action binds all persons, including nonparty employees, who would be bound by a judgment in an action brought by California itself. As a result, although you are not a "party" to the Action, the judgment entered upon settlement of the Action is binding on you with respect to any claims for civil penalties under PAGA encompassed by the settlement. That is true regardless of whether you choose to cash, deposit, or negotiate your settlement check.

As a result of this settlement, Plaintiff, Settlement Group Members, and State of California are forever barred from pursuing any action against Defendant and its parents, subsidiaries, affiliates, predecessors, successors in interest, agents, insurers, employees (current and former), officers, directors, and attorneys ("Released Parties") under PAGA based on the PAGA claims pled in the operative complaint or which could have been pled under PAGA based on the facts alleged in the operative complaint and PAGA Notice and that arose during the period from January 4, 2021 through May 19, 2024 ("Released Claims"). The Released Claims include, but are not limited to, claims under the PAGA for civil penalties for alleged violations of Labor Code sections 201-204, 210, 216, 218.5, 218.6, 221, 225, 225.5, 226, 226(a), 226.2, 226.3, 226.7, 226.8, 246, 432.5, 510, 512(a), 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1199, 2698, 2751, 2753, 2800, and 2802, which include: (i) failure to pay minimum and overtime wages, including commissions and bonuses; (ii) failure to provide paid sick leave; (iii) failure to provide meal periods and rest breaks; (iv) failure to timely pay wages during employment; (v) failure to pay wages upon termination; (vi) failure to provide complete and accurate wage statements; (vii) failure to keep complete and accurate payroll records; (viii) failure to reimburse business expenses; (ix) misclassification of exempt employees; and (x) withholding of wages. The Released Claims also include all related claims for civil penalties under the governing Wage Orders and claims for attorneys' fees, costs, or interest resulting therefrom.

III. Where to Get More Information

Do not call or contact the Superior Court of California, County of Orange, about this letter, settlement, your settlement check, or the Action in general. If you have questions, you may contact [REDACTED], the Settlement Administrator, at [REDACTED].

EXHIBIT 4

Date	User	Activity	Rate	Duration	Total	Case Link	Description
Douglas Han							
10/1/21	Douglas Han	Pre-Lawsuit Investigation	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review email correspondence from potential client Enrique Hernandez
10/1/21	Douglas Han	Pre-Lawsuit Investigation	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze intake with potential client Cameron Santa Cruz
10/1/21	Douglas Han	Draft Documents	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft retainer and letter to potential client Cameron Santa Cruz; Prepare and send to client
10/25/21	Douglas Han	Draft Documents	\$900.00	0.3	\$270.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft authorization letter to potential client Cameron Santa Cruz; Prepare and send to client
10/26/21	Douglas Han	Document Review	\$900.00	0.3	\$270.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review PAGA Notice letter to Labor and Workforce Development Agency
10/26/21	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review records request letter to Agent of Service for Sun West Mortgage Company, Inc.
11/22/21	Douglas Han	Pre-Lawsuit Investigation	\$900.00	1.5	\$1,350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Evaluate and analyze personnel and payroll records for client Cameron Santa Cruz
12/30/21	Douglas Han	Edit Pleadings	\$900.00	1.2	\$1,080.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit Complaint for Civil Penalties for Violation of Labor Code section 2698 <i>et seq.</i>
1/10/22	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence regarding copy of PAGA Complaint to client
1/12/22	Douglas Han	Communicate with Team	\$900.00	1	\$900.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with team re case strategy, plan of action, investigation and assignments
1/13/22	Douglas Han	Case Investigation	\$900.00	3.2	\$2,880.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Research PAGA Trial Manageability Rulings and Decisions and Judge Wilson
1/14/22	Douglas Han	Draft Documents	\$900.00	0.3	\$270.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft peremptory challenge and declaration in support thereof; Finalize for filing
1/20/22	Douglas Han	Discovery	\$900.00	1.8	\$1,620.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review, Revise, and Edit PMQ Deposition Notice, Form Interrogatories (Set One), Special Interrogatories (Set One and Set Two), Request for Admissions (Set One) and Request for Production of Documents (Set One and Set Two)
1/20/22	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order regarding Initial Status Conference and complex case designation
1/21/22	Douglas Han	Case Investigation	\$900.00	2.2	\$1,980.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Research corporate organization structure and related entities to evaluate as potential Defendants
2/3/22	Douglas Han	Document Review	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's meet and confer letter from regarding arbitrability of PAGA claims
2/4/22	Douglas Han	Edit Documents	\$900.00	0.4	\$360.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit Plaintiff's response letter to Defendant's meet and confer letter dated February 3, 2022
2/9/22	Douglas Han	Document Review	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Analyze and evaluate Defendant's Answer to Complaint and affirmative defenses
2/9/22	Douglas Han	Document Review	\$900.00	1.4	\$1,260.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Analyze and evaluate Defendant's Motion to Compel Arbitration and supporting documents
2/16/22	Douglas Han	Edit Documents	\$900.00	0.3	\$270.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review, Revise, and Edit Plaintiff's meet and confer letter regarding Defendant's Answer to Complaint and affirmative defenses
2/18/22	Douglas Han	Document Review	\$900.00	0.3	\$270.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Analyze and evaluate Defendant's Objections to Notice of Person Most Knowledgeable Deposition and Requests for Production of Documents
2/18/22	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Counsel re meet and confer discussions
2/25/22	Douglas Han	Review Correspondence	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to Counsel regarding Defendant's response to Plaintiff's meet and confer letter dated February 16, 2023
2/28/22	Douglas Han	Draft Correspondence	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Counsel regarding Defendant's intent to amend it's Answer to Complaint
3/4/22	Douglas Han	Discovery	\$900.00	1.2	\$1,080.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's objections to Form Interrogatories (Set One), Special Interrogatories (Set One and Set Two), Request for Admissions (Set One and Set Two) and Request for Production of Documents (Set One and Set Two)
3/18/22	Douglas Han	Review Correspondence	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review meet and confer letter regarding Defendant's discovery objections
3/22/22	Douglas Han	Draft Correspondence	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Counsel regarding Defendant's intent to amend Answer to Complaint
3/25/22	Douglas Han	Review Correspondence	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's Amended Answer to Complaint and affirmative defenses
4/18/22	Douglas Han	Draft Documents	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Stipulation and Proposed Order to Stay Proceedings

4/21/22	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order continuing initial status conference to July 8, 2022
4/21/22	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Nunc Pro Tunc Minute Order correcting department number
4/22/22	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's signed order to stay the proceedings
4/27/22	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Defendant's Notice of Entry of Order to Stay the Proceedings
6/15/22	Douglas Han	Legal Research	\$900.00	2.8	\$2,520.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Analyze Supreme Court's Decision in Viking River Cruises v. Moriana
6/16/22	Douglas Han	Communicate with Team	\$900.00	1	\$900.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discuss Viking River Cruises Opinion and Implications in the case
6/29/22	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with Defense Counsel regarding Defendant's intent to file Motion to Compel Arbitration
6/29/22	Douglas Han	Communicate with Team	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with team re case strategy, plan of action, and next steps
7/1/22	Douglas Han	Edit Documents	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review, Revise, and Edit Joint Status Report in advance of July 8, 2022 Initial Status Conference; Prepare and circulate to Counsel
7/6/22	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order continuing status conference to October 7, 2022
7/14/22	Douglas Han	Document Review	\$900.00	1.4	\$1,260.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's Motion to Compel Arbitration and supporting documents
7/28/22	Douglas Han	Communicate with Adverse Party	\$900.00	1.1	\$990.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with Defense Counsel regarding The California Supreme Court Granting Certiorari in <i>Adolph v. Uber Technologies</i> on July 20, 2022
8/10/22	Douglas Han	Review Correspondence	\$900.00	0.3	\$270.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with Defense Counsel regarding Settlement Communications
8/31/22	Douglas Han	Law & Motion	\$900.00	1.5	\$1,350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit Opposition to Defendant's Motion to Compel Arbitration and supporting documents
9/8/22	Douglas Han	Document Review	\$900.00	1.3	\$1,170.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Analyze and evaluate Defendant's Reply in Support of Motion to Compel Arbitration
9/14/22	Douglas Han	Document Review	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Court's tentative ruling in advance of Hearing on Defendant's Motion to Compel Arbitration
9/14/22	Douglas Han	Communicate with Team	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Meeting to Discuss Tentative Ruling and Strategize Argument
9/15/22	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review hearing summary regarding hearing on Defendant's Motion to Compel Arbitration
9/15/22	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Defendant's Notice of Entry of Order Compelling Individual PAGA Claim to Arbitration and Staying the Remainder of the Case
9/29/22	Douglas Han	Edit Documents	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit and revise Joint Status Report in advance of October 7, 2022 Further Status Conference; Prepare and circulate to Counsel
10/5/22	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order continuing status conference to July 28, 2023
1/23/23	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with client Cameron Santa Cruz regarding case strategy and plan of action
2/13/23	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with client Cameron Santa Cruz discovery
7/19/23	Douglas Han	Edit Documents	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit Joint Status Report in advance of July 28, 2023 Further Status Conference; Prepare and circulate to Counsel
7/21/23	Douglas Han	Review Correspondence	\$900.00	0.3	\$270.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review communication with Counsel for Plaintiff Farroz Zamani regarding upcoming status conference
7/21/23	Douglas Han	Case Investigation	\$900.00	1.2	\$1,080.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Research docket in Zamani case and analyze complaint and pleadings
7/25/23	Douglas Han	Review Correspondence	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from client Cameron Santa Cruz regarding case update, status of state action and mediation discussion
7/27/23	Douglas Han	Review Correspondence	\$900.00	0.6	\$540.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Defense Counsel regarding reserving mediation with mediator Paul Grossman
7/28/23	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review hearing summary regarding Status Conference
7/28/23	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Defendant's Notice of Status Conference
7/28/23	Douglas Han	Review Correspondence	\$900.00	0.8	\$720.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Defense Counsel regarding settlement negotiations

8/9/23	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to client Cameron Santa Cruz regarding case update
8/9/23	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with Defense Counsel regarding Settlement Communications
8/15/23	Douglas Han	Edit Documents	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit mediation data request letter in advance of December 7, 2023 mediation to Defense Counsel
8/21/23	Douglas Han	Review Correspondence	\$900.00	0.3	\$270.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Defense Counsel regarding informal mediation data production
8/23/23	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Counsel for Plaintiff Farroz Zamani regarding consolidation of actions
8/30/23	Douglas Han	Draft Correspondence	\$900.00	0.4	\$360.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Counsel for Plaintiff Farroz Zamani regarding consolidation of actions
9/5/23	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's notice of reassignment to the Honorable Melissa R. McCormick
9/6/23	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review letter regarding combining actions from Counsel for Plaintiff Farroz Zamani
9/8/23	Douglas Han	Review Correspondence	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Counsel for Plaintiff Farroz Zamani regarding consolidation of actions
9/18/23	Douglas Han	Draft Correspondence	\$900.00	0.4	\$360.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Defense Counsel regarding meet and confer over mediation
9/26/23	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Counsel for Plaintiff Farroz Zamani regarding coordination/consolidation
10/2/23	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review follow up correspondence from Counsel for Plaintiff Farroz Zamani regarding coordination/consolidation
11/6/23	Douglas Han	Document Review	\$900.00	1.2	\$1,080.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Plaintiff Farroz Zamani's Motion to Intervene, Motion to Consolidate, and supporting documents
11/7/23	Douglas Han	Review Correspondence	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to Defense Counsel regarding informal discovery in advance of upcoming mediation
11/7/23	Douglas Han	Document Review	\$900.00	1.5	\$1,350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Plaintiff Farroz Zamani's Amended Motion to Intervene, Motion to Consolidate, and supporting documents
11/14/23	Douglas Han	Review Correspondence	\$900.00	0.6	\$540.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review communication with Defense Counsel regarding informal discovery in advance of upcoming mediation
11/14/23	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Plaintiff Farroz Zamani regarding Zamani's intent to seek an ex parte application
11/14/23	Douglas Han	Document Review	\$900.00	0.8	\$720.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Plaintiff Farroz Zamani's Ex Parte Applications to Advance Hearing Dates
11/15/23	Douglas Han	Document Review	\$900.00	3.2	\$2,880.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze informal discovery production in advance of upcoming mediation from Defense Counsel
11/15/23	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's minute order regarding denying Plaintiff Farroz Zamani's ex parte applications
11/15/23	Douglas Han	Review Correspondence	\$900.00	0.3	\$270.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review communication with Defense Counsel regarding Court's tentative ruling
11/15/23	Douglas Han	Communicate with Team	\$900.00	0.7	\$630.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with Team regarding Defendant's informal discovery production in advance of mediation
11/20/23	Douglas Han	Document Review	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review intake with witness; evaluate potential testimony
11/20/23	Douglas Han	Draft Documents	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft authorization letter to witness
11/30/23	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to client Cameron Santa Cruz regarding upcoming mediation
12/1/23	Douglas Han	Document Review	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review intake with witness and evaluate testimony
12/1/23	Douglas Han	Draft Documents	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft authorization letter to witness
12/4/23	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to Defense Counsel regarding additional informal discovery required
12/5/23	Douglas Han	Document Review	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review intake with witness
12/5/23	Douglas Han	Draft Documents	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft authorization letter to witness
12/5/23	Douglas Han	Review Correspondence	\$900.00	1.6	\$1,440.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review communication with Defense Counsel and Mediator regarding rescheduling mediation

12/7/23	Douglas Han	Edit Documents	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review, Revise, and Edit Joint Status Report in advance of December 15, 2023 Further Status Conference; Prepare and circulate to Counsel
12/11/23	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with client Cameron Santa Cruz regarding rescheduling mediation date
12/11/23	Douglas Han	Document Review	\$900.00	0.4	\$360.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's further edits to Joint Report in advance of upcoming status conference; Finalize for filing
12/11/23	Douglas Han	Draft Correspondence	\$900.00	0.9	\$810.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Defense Counsel and Mediator regarding rescheduling mediation
12/14/23	Douglas Han	Communicate with Team	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with Team regarding case strategy and plan regarding coordination/consolidation motions
12/15/23	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review hearing summary regarding Further Status Conference
12/20/23	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order setting further status conference
12/20/23	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review notice regarding Court's Minute Order setting further status conference; Prepare and circulate to team
12/26/23	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Mediator Paul Grossman's assistants confirmation letter
1/4/24	Douglas Han	Communicate with Team	\$900.00	0.4	\$360.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with Team regarding PAGA members and records requests
1/4/24	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review letter regarding record requests to Defense Counsel regarding witnesses
1/4/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Defense Counsel regarding additional informal discovery in advance of upcoming mediation and acceptance of record requests
1/9/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Defense Counsel regarding acceptance of service for record requests
1/11/24	Douglas Han	Review Correspondence	\$900.00	0.4	\$360.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review communication with Defense Counsel regarding additional informal discovery in advance of upcoming mediation
1/11/24	Douglas Han	Document Review	\$900.00	2.4	\$2,160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Conduct analysis of payroll and timekeeping records produced by Defendant
1/12/24	Douglas Han	Review Correspondence	\$900.00	0.3	\$270.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Defense Counsel regarding availability and scheduling a call
1/18/24	Douglas Han	Review Correspondence	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to Defense Counsel regarding remaining concerns over informal discovery
1/18/24	Douglas Han	Review Correspondence	\$900.00	0.3	\$270.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review request for mediation damage analysis to expert consultants at Berger Consulting Group
1/25/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with client Cameron Santa Cruz regarding case update
1/26/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Mediator Paul Grossman's assistant regarding possible rescheduling of mediation
1/29/24	Douglas Han	Review Correspondence	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Mediator Paul Grossman's assistant regarding rescheduling mediation
1/29/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to Defense Counsel regarding informal discovery production
1/30/24	Douglas Han	Review Correspondence	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Defense Counsel regarding Defendant's May 31, 2022 Motion to Stay Plaintiff Zamani's Action
2/1/24	Douglas Han	Document Review	\$900.00	1.8	\$1,620.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Evaluate and analyze personnel and payroll records for witness
2/2/24	Douglas Han	Law & Motion	\$900.00	1	\$900.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and Revise Opposition to Motion to Consolidate
2/5/24	Douglas Han	Review Correspondence	\$900.00	0.4	\$360.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Defense Counsel regarding Plaintiff Zamani's motions and informal discovery
2/6/24	Douglas Han	Law & Motion	\$900.00	1.7	\$1,530.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and Revise Opposition to Motion to Intervene
2/7/24	Douglas Han	Document Review	\$900.00	0.6	\$540.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's oppositions to Plaintiff Farroz Zamani's Motions to Intervene and Consolidate
2/7/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with Defense Counsel regarding remaining informal discovery data production required
2/8/24	Douglas Han	Mediation Preparation	\$900.00	2.5	\$2,250.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Conduct further analysis of policy and contracts provided by Defendant
2/8/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with client Cameron Santa Cruz regarding upcoming motions to intervene and consolidate

2/8/24	Douglas Han	Review Correspondence	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Berger Consulting Group regarding additional data production and concerns over data
2/8/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Mediator Paul Grossman's assistant regarding upcoming mediation
2/12/24	Douglas Han	Document Review	\$900.00	1.4	\$1,260.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Evaluate damages/penalties analysis from expert at Berger Consulting Group
2/12/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to client Cameron Santa Cruz regarding upcoming mediation
2/13/24	Douglas Han	Review Correspondence	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Berger Consulting Group regarding adjustments needed to analysis
2/14/24	Douglas Han	Edit Documents	\$900.00	2.4	\$2,160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit mediation brief in advance of upcoming mediation with mediator Paul Grossman
2/14/24	Douglas Han	Document Review	\$900.00	0.8	\$720.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Evaluate and analyze Plaintiff Farroz Zamani's Reply in support of motion to consolidate
2/15/24	Douglas Han	Document Review	\$900.00	1.2	\$1,080.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze intake with witnesses and evaluate testimony for mediation
2/15/24	Douglas Han	Draft Documents	\$900.00	0.4	\$360.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft authorization letter to witnesses
2/16/24	Douglas Han	Document Review	\$900.00	0.3	\$270.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and execute confidentiality agreement to Mediator
2/16/24	Douglas Han	Document Review	\$900.00	0.3	\$270.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review letters regarding record requests to Defense Counsel for witnesses
2/16/24	Douglas Han	Document Review	\$900.00	0.4	\$360.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Evaluate and analyze Defendant's additional informal discovery production
2/16/24	Douglas Han	Review Correspondence	\$900.00	0.3	\$270.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review communication with Berger Consulting Group regarding regular rate examples and Ferra issues
2/19/24	Douglas Han	Mediation	\$900.00	9	\$8,100.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Attend mediation with mediator Paul Grossman
2/20/24	Douglas Han	Document Review	\$900.00	0.4	\$360.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review acceptance of mediator's proposal to mediator Paul Grossman's assistant
2/21/24	Douglas Han	Edit Documents	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit Plaintiff Cameron Santa Cruz's Notice of Conditional Settlement; Prepare and circulate to team
2/21/24	Douglas Han	Communicate with Team	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with team regarding settlement terms, CMO rules and procedures to follow for settlement documents
2/21/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to Defense Counsel regarding PAGA group for aggrieved employees
2/22/24	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order confirming motion hearings remain on calendar
2/22/24	Douglas Han	Settlement Preparation	\$900.00	2.3	\$2,070.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit initial draft of settlement agreement and circulate to Opposing Counsel
2/22/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review hearing summary regarding hearings on Plaintiff Farroz Zamani's motions to intervene and consolidate
2/22/24	Douglas Han	Communicate with Team	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Team Meeting Re Case Strategy on Approval and Zamani Case
2/23/24	Douglas Han	Settlement Preparation	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit and analyze revised settlement agreement and draft correspondence regarding settlement administrator bids
2/23/24	Douglas Han	Review Correspondence	\$900.00	0.4	\$360.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to client Cameron Santa Cruz regarding continuance of Plaintiff Farroz Zamani's motions to intervene and consolidate
2/23/24	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order regarding continuing hearing dates on Plaintiff Farroz Zamani's motions to intervene and consolidate
2/26/24	Douglas Han	Review Correspondence	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review follow up email to and from Counsel regarding edits to settlement agreement
2/28/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Defense Counsel regarding status update on edits to settlement agreement
3/4/24	Douglas Han	Review Correspondence	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review follow up email to and from Counsel re status of settlement edits and choice of bids
3/6/24	Douglas Han	Settlement Preparation	\$900.00	0.6	\$540.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit and analyze Defendant's redlines to settlement agreement and provide comments
3/11/24	Douglas Han	Settlement Preparation	\$900.00	0.2	\$180.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit and analyze redlined settlement agreement and provide comments and further changes
3/14/24	Douglas Han	Review Correspondence	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review communication with Defense Counsel regarding terms in settlement agreement

3/14/24	Douglas Han	Draft Documents	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Joint Status Report in Advance of March 21, 2024 Further Status Conference
3/18/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review follow up correspondence to Defense Counsel regarding edits to redlined settlement agreement
3/21/24	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Plaintiff Farroz Zamani's Notice of Continued Status Conference
3/21/24	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order setting July 6, 2024, Further Status Conference
3/21/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review hearing summary regarding Further Status Conference
4/2/24	Douglas Han	Document Review	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Plaintiff's Notice of Continued Status Conference
4/8/24	Douglas Han	Settlement Preparation	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review follow up correspondence to Defense Counsel regarding revised settlement agreement
4/10/24	Douglas Han	Law & Motion	\$900.00	5.7	\$5,130.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft PAGA Approval Motion and supporting documents
4/11/24	Douglas Han	Law & Motion	\$900.00	4.8	\$4,320.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft PAGA Approval Motion and supporting documents
4/12/24	Douglas Han	Law & Motion	\$900.00	1.9	\$1,710.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Evaluate and analyze time records in preparation for motion for fees
4/24/24	Douglas Han	Law & Motion	\$900.00	3.9	\$3,510.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft PAGA Approval Motion and supporting documents; Circulate to Team for Edits
4/29/24	Douglas Han	Settlement Preparation	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's further revisions to settlement agreement
4/30/24	Douglas Han	Law & Motion	\$900.00	3.5	\$3,150.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft PAGA Approval Motion and Supporting Documents.
5/1/24	Douglas Han	Review Correspondence	\$900.00	0.3	\$270.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from counsel re settlement terms and disputed terms
5/7/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to counsel re settlement terms and disputed terms
5/8/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review from to counsel re settlement terms and disputed terms
5/9/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review from to counsel re settlement terms and disputed terms
5/9/24	Douglas Han	Settlement Preparation	\$900.00	0.5	\$450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze further edits to settlement agreement
5/10/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to counsel re settlement terms and disputed terms
5/17/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to counsel re settlement terms and disputed terms
5/20/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to counsel re settlement terms and disputed terms
5/21/24	Douglas Han	Review Correspondence	\$900.00	0.1	\$90.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review from to counsel re settlement terms and disputed terms
5/21/24	Douglas Han	Communicate with Client	\$900.00	1	\$900.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Communicate with client; draft declaration and review with client
5/23/24	Douglas Han	Law & Motion	\$900.00	3.5	\$3,150.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Finalize PAGA approval motion and supporting documents

			Total:	117.9	\$106,110.00		
Shunt Tatavos-Gharajeh							
10/1/21	Shunt Tatavos-Gharajeh	Pre-Lawsuit Investigation	\$800.00	1.2	\$960.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Conduct intake with potential client Cameron Santa Cruz; Prepare and circulate to team
10/1/21	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review retainer letter to potential client Cameron Santa Cruz
10/4/21	Shunt Tatavos-Gharajeh	Pre-Lawsuit Investigation	\$800.00	1.2	\$960.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Comparative analysis of job postings and job duties and analyze potential violations and issues
10/4/21	Shunt Tatavos-Gharajeh	Pre-Lawsuit Investigation	\$800.00	1.4	\$1,120.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Research and analyze potential defenses re de minimis work, non-compensable OTC work and waivers

10/25/21	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review authorization letter to potential client Cameron Santa Cruz
10/26/21	Shunt Tatavos-Gharajeh	Draft Documents	\$800.00	1.7	\$1,360.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft PAGA Notice letter to Labor and Workforce Development Agency
10/26/21	Shunt Tatavos-Gharajeh	Draft Documents	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft records request letter to Agent of Service for Sun West Mortgage Company, Inc.
11/22/21	Shunt Tatavos-Gharajeh	Pre-Lawsuit Investigation	\$800.00	1.5	\$1,200.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Evaluate and analyze personnel and payroll records for client Cameron Santa Cruz
12/30/21	Shunt Tatavos-Gharajeh	Draft Pleadings	\$800.00	3.2	\$2,560.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Complaint for Civil Penalties for Violation of Labor Code section 2698 et seq. ; Prepare and circulate to team
1/10/22	Shunt Tatavos-Gharajeh	Draft Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft correspondence regarding copy of PAGA Complaint to client
1/12/22	Shunt Tatavos-Gharajeh	Communicate with Team	\$800.00	1	\$800.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with team re case strategy, plan of action, investigation and assignments
1/12/22	Shunt Tatavos-Gharajeh	Case Investigation	\$800.00	1.3	\$1,040.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Identify potential witnesses and prepare for surveys
1/14/22	Shunt Tatavos-Gharajeh	Edit Documents	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit peremptory challenge and declaration in support thereof; Finalize for filing
1/20/22	Shunt Tatavos-Gharajeh	Discovery	\$800.00	3.2	\$2,560.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Deposition Notice, Form Interrogatories (Set One), Special Interrogatories (Set One and Set Two), Request for Admissions (Set One) and Request for Production of Documents (Set One and Set Two); Prepare and circulate to team
1/20/22	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order regarding Initial Status Conference and complex case designation
2/3/22	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.5	\$400.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's meet and confer letter from regarding arbitrability of PAGA claims
2/4/22	Shunt Tatavos-Gharajeh	Draft Documents	\$800.00	1.2	\$960.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Plaintiff's response letter to Defendant's meet and confer letter dated February 3, 2022
2/9/22	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.5	\$400.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Analyze and evaluate Defendant's Answer to Complaint and affirmative defenses
2/9/22	Shunt Tatavos-Gharajeh	Document Review	\$800.00	1.4	\$1,120.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Analyze and evaluate Defendant's Motion to Compel Arbitration and supporting documents
2/16/22	Shunt Tatavos-Gharajeh	Draft Documents	\$800.00	0.6	\$480.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Plaintiff's meet and confer letter regarding Defendant's Answer to Complaint and affirmative defenses
2/18/22	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Analyze and evaluate Defendant's Objections to Notice of Person Most Knowledgeable Deposition and Requests for Production of Documents
2/18/22	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Counsel re meet and confer discussions
2/25/22	Shunt Tatavos-Gharajeh	Draft Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft correspondence to Counsel regarding Defendant's response to Plaintiff's meet and confer letter dated February 16, 2023
2/28/22	Shunt Tatavos-Gharajeh	Draft Correspondence	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Counsel regarding Defendant's intent to amend it's Answer to Complaint
3/4/22	Shunt Tatavos-Gharajeh	Discovery	\$800.00	1.2	\$960.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's objections to Form Interrogatories (Set One), Special Interrogatories (Set One and Set Two), Request for Admissions (Set One) and Request for Production of Documents (Set One and Set Two)
3/18/22	Shunt Tatavos-Gharajeh	Draft Correspondence	\$800.00	1.3	\$1,040.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft meet and confer letter regarding Defendant's discovery objections
3/22/22	Shunt Tatavos-Gharajeh	Draft Correspondence	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Counsel regarding Defendant's intent to amend Answer to Complaint
3/25/22	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.5	\$400.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's Amended Answer to Complaint and affirmative defenses
4/18/22	Shunt Tatavos-Gharajeh	Draft Documents	\$800.00	0.6	\$480.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Stipulation and Proposed Order to Stay Proceedings; Prepare and circulate to Counsel
4/21/22	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order continuing initial status conference to July 8, 2022
4/21/22	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Nunc Pro Tunc Minute Order correcting department number
4/22/22	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's signed order to stay the proceedings
4/27/22	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Defendant's Notice of Entry of Order to Stay the Proceedings
6/15/22	Shunt Tatavos-Gharajeh	Legal Research	\$800.00	2.5	\$2,000.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Analyze Supreme Court's Opinion in Viking River Cruises v. Moriana
6/16/22	Shunt Tatavos-Gharajeh	Communicate with Team	\$800.00	1	\$800.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discuss Viking River Cruises Opinion and Implications in the case

6/29/22	Shunt Tatavos-Gharajeh	Communicate with Adverse Party	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Call with Defense Counsel regarding Defendant's intent to file Motion to Compel Arbitration
6/29/22	Shunt Tatavos-Gharajeh	Communicate with Team	\$800.00	0.5	\$400.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with team re case strategy, plan of action, and next steps
7/1/22	Shunt Tatavos-Gharajeh	Edit Documents	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review, Revise, and Edit Joint Status Report in advance of July 8, 2022 Initial Status Conference; Prepare and circulate to Counsel
7/6/22	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order continuing status conference to October 7, 2022
7/14/22	Shunt Tatavos-Gharajeh	Document Review	\$800.00	2.6	\$2,080.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's Motion to Compel Arbitration and supporting documents
7/28/22	Shunt Tatavos-Gharajeh	Communicate with Adverse Party	\$800.00	1.1	\$880.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with Defense Counsel regarding The California Supreme Court Granting Certiorari in <i>Adolph v. Uber Technologies</i> on July 20, 2022
8/10/22	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with Defense Counsel regarding Settlement Communications
9/1/22	Shunt Tatavos-Gharajeh	Law & Motion	\$800.00	2.8	\$2,240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and Revise Opposition to Defendant's Motion to Compel Arbitration and supporting documents
9/8/22	Shunt Tatavos-Gharajeh	Document Review	\$800.00	1.3	\$1,040.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Analyze and evaluate Defendant's Reply in Support of Motion to Compel Arbitration
9/14/22	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Court's tentative ruling in advance of Hearing on Defendant's Motion to Compel Arbitration
9/14/22	Shunt Tatavos-Gharajeh	Communicate with Team	\$800.00	0.5	\$400.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Team Meeting to Discuss Tentative Ruling and Strategize Oral Argument
9/15/22	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review hearing summary regarding hearing on Defendant's Motion to Compel Arbitration
9/15/22	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Defendant's Notice of Entry of Order Compelling Individual PAGA Claim to Arbitration and Staying the Remainder of the Case
9/29/22	Shunt Tatavos-Gharajeh	Edit Documents	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit and revise Joint Status Report in advance of October 7, 2022 Further Status Conference; Prepare and circulate to Counsel
10/5/22	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order continuing status conference to July 28, 2023
1/23/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with client Cameron Santa Cruz regarding case strategy and plan of action
2/13/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with client Cameron Santa Cruz discovery
7/19/23	Shunt Tatavos-Gharajeh	Edit Documents	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit Joint Status Report in advance of July 28, 2023 Further Status Conference; Prepare and circulate to Counsel
7/21/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review communication with Counsel for Plaintiff Farroz Zamani regarding upcoming status conference
7/25/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.7	\$560.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Defense Counsel regarding employee agreement and mediator proposals
7/27/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.6	\$480.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Defense Counsel regarding reserving mediation with mediator Paul Grossman
7/28/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review hearing summary regarding Status Conference
7/28/23	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Defendant's Notice of Status Conference
7/28/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.8	\$640.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Defense Counsel regarding settlement negotiations
8/9/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to client Cameron Santa Cruz regarding case update
8/9/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with Defense Counsel regarding Settlement Communications
8/15/23	Shunt Tatavos-Gharajeh	Edit Documents	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit mediation data request letter in advance of December 7, 2023 mediation to Defense Counsel
8/21/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.4	\$320.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Defense Counsel regarding informal mediation data production
8/23/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Counsel for Plaintiff Farroz Zamani regarding consolidation of actions
8/30/23	Shunt Tatavos-Gharajeh	Draft Correspondence	\$800.00	0.4	\$320.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Counsel for Plaintiff Farroz Zamani regarding consolidation of actions
9/5/23	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.4	\$320.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's notice of reassignment to the Honorable Melissa R. McCormick

9/6/23	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review letter regarding combining actions from Counsel for Plaintiff Farroz Zamani
9/8/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Counsel for Plaintiff Farroz Zamani regarding consolidation of actions
9/18/23	Shunt Tatavos-Gharajeh	Draft Correspondence	\$800.00	0.4	\$320.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Defense Counsel regarding meet and confer over mediation
9/26/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Counsel for Plaintiff Farroz Zamani regarding coordination/consolidation
10/2/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review follow up correspondence from Counsel for Plaintiff Farroz Zamani regarding coordination/consolidation
11/6/23	Shunt Tatavos-Gharajeh	Document Review	\$800.00	2	\$1,600.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Plaintiff Farroz Zamani's Motion to Intervene, Motion to Consolidate, and supporting documents
11/7/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.5	\$400.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to Defense Counsel regarding informal discovery in advance of upcoming mediation
11/7/23	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Plaintiff Farroz Zamani's Amended Motion to Intervene, Motion to Consolidate, and supporting documents
11/14/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.6	\$480.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review communication with Defense Counsel regarding informal discovery in advance of upcoming mediation
11/14/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Plaintiff Farroz Zamani regarding Zamani's intent to seek an ex parte application
11/14/23	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.8	\$640.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Plaintiff Farroz Zamani's Ex Parte Applications to Advance Hearing Dates
11/15/23	Shunt Tatavos-Gharajeh	Document Review	\$800.00	2.2	\$1,760.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze informal discovery production in advance of upcoming mediation from Defense Counsel
11/15/23	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's minute order regarding denying Plaintiff Farroz Zamani's ex parte applications
11/15/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review communication with Defense Counsel regarding Court's tentative ruling
11/15/23	Shunt Tatavos-Gharajeh	Communicate with Team	\$800.00	0.7	\$560.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with Team regarding Defendant's informal discovery production in advance of mediation
11/20/23	Shunt Tatavos-Gharajeh	Case Investigation	\$800.00	1.2	\$960.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Conduct intake with witness; Prepare and circulate to team
11/20/23	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review authorization letter to witness; Prepare and send to witnesses
11/30/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to client Cameron Santa Cruz regarding upcoming mediation
11/30/23	Shunt Tatavos-Gharajeh	Mediation Preparation	\$800.00	5.7	\$4,560.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review, Edit, Revise Mediation Brief and Damages Analysis
12/1/23	Shunt Tatavos-Gharajeh	Case Investigation	\$800.00	1.2	\$960.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Conduct intake with witness; Prepare and circulate to team
12/1/23	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review authorization letter to witness; Prepare and send to witnesses
12/4/23	Shunt Tatavos-Gharajeh	Draft Correspondence	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft correspondence to Defense Counsel regarding additional informal discovery required
12/5/23	Shunt Tatavos-Gharajeh	Case Investigation	\$800.00	1.2	\$960.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Conduct intake with witness; Prepare and circulate to team
12/5/23	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review authorization letter to witness; Prepare and send to witnesses
12/5/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	1.6	\$1,280.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review communication with Defense Counsel and Mediator regarding rescheduling mediation
12/7/23	Shunt Tatavos-Gharajeh	Edit Documents	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit Joint Status Report in advance of December 15, 2023 Further Status Conference; Prepare and circulate to Counsel
12/11/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with client Cameron Santa Cruz regarding rescheduling mediation date
12/11/23	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.4	\$320.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's further edits to Joint Report in advance of upcoming status conference; Finalize for filing
12/11/23	Shunt Tatavos-Gharajeh	Draft Correspondence	\$800.00	0.9	\$720.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Defense Counsel and Mediator regarding rescheduling mediation
12/14/23	Shunt Tatavos-Gharajeh	Communicate with Team	\$800.00	0.5	\$400.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with Team regarding case strategy and plan regarding coordination/consolidation motions
12/15/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review hearing summary regarding Further Status Conference

12/20/23	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order setting further status conference
12/20/23	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review notice regarding Court's Minute Order setting further status conference; Prepare and circulate to team
12/26/23	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Mediator Paul Grossman's assistants confirmation letter
1/4/24	Shunt Tatavos-Gharajeh	Communicate with Team	\$800.00	0.4	\$320.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with Team regarding class members and records requests
1/4/24	Shunt Tatavos-Gharajeh	Draft Documents	\$800.00	0.5	\$400.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft letter regarding record requests to Defense Counsel regarding witnesses
1/4/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Defense Counsel regarding additional informal discovery in advance of upcoming mediation and acceptance of record requests
1/9/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Defense Counsel regarding acceptance of service for record requests
1/11/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.4	\$320.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review communication with Defense Counsel regarding additional informal discovery in advance of upcoming mediation
1/11/24	Shunt Tatavos-Gharajeh	Document Review	\$800.00	2.4	\$1,920.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Conduct analysis of payroll and timekeeping records produced by Defendant
1/12/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Defense Counsel regarding availability and scheduling a call
1/18/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to Defense Counsel regarding remaining concerns over informal discovery
1/18/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review request for mediation damage analysis to expert consultants at Berger Consulting Group
1/25/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with client Cameron Santa Cruz regarding case update
1/26/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Mediator Paul Grossman's assistant regarding possible rescheduling of mediation
1/29/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Mediator Paul Grossman's assistant regarding rescheduling mediation
1/29/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to Defense Counsel regarding informal discovery production
1/30/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Defense Counsel regarding Defendant's May 31, 2022 Motion to Stay Plaintiff Zamani's Action
2/1/24	Shunt Tatavos-Gharajeh	Document Review	\$800.00	1.8	\$1,440.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Evaluate and analyze personnel and payroll records for witnesses
2/2/24	Shunt Tatavos-Gharajeh	Law & Motion	\$800.00	1.6	\$1,280.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and Edit Opposition to Motion to Consolidate
2/5/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.4	\$320.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Defense Counsel regarding Plaintiff Zamani's motions and informal discovery
2/6/24	Shunt Tatavos-Gharajeh	Law & Motion	\$800.00	2.8	\$2,240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review, Revise, and Edit oppositions to Plaintiff Farroz Zamani's Motions to Intervene
2/7/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with Defense Counsel regarding remaining informal discovery data production required
2/8/24	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.9	\$720.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Conduct further analysis of payroll and timekeeping records produced by Defendant
2/8/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with client Cameron Santa Cruz regarding upcoming motions to intervene and consolidate
2/8/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.5	\$400.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Berger Consulting Group regarding additional data production and concerns over data
2/8/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Mediator Paul Grossman's assistant regarding upcoming mediation
2/12/24	Shunt Tatavos-Gharajeh	Document Review	\$800.00	1.2	\$960.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Evaluate damages/penalties analysis from expert at Berger Consulting Group
2/12/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to client Cameron Santa Cruz regarding upcoming mediation
2/13/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from Berger Consulting Group regarding adjustments needed
2/14/24	Shunt Tatavos-Gharajeh	Edit Documents	\$800.00	2	\$1,600.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit mediation brief in advance of upcoming mediation with mediator Paul Grossman
2/14/24	Shunt Tatavos-Gharajeh	Document Review	\$800.00	1	\$800.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Evaluate and analyze Plaintiff Farroz Zamani's Reply in support of motion to consolidate

2/15/24	Shunt Tatavos-Gharajeh	Case Investigation	\$800.00	3.6	\$2,880.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Conduct intake with witnesses; Prepare and circulate to team
2/15/24	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review authorization letter to witnesses; Prepare and send to witnesses
2/16/24	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review executed confidentiality agreement to Mediator
2/16/24	Shunt Tatavos-Gharajeh	Draft Documents	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft letters regarding record requests to Defense Counsel for witnesses
2/16/24	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.4	\$320.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Evaluate and analyze Defendant's additional informal discovery production
2/16/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review communication with Berger Consulting Group regarding regular rate examples and Ferra issues
2/19/24	Shunt Tatavos-Gharajeh	Mediation	\$800.00	9	\$7,200.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Attend mediation with mediator Paul Grossman
2/20/24	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.4	\$320.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review acceptance of mediator's proposal to mediator Paul Grossman's assistant
2/21/24	Shunt Tatavos-Gharajeh	Edit Documents	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit Plaintiff Cameron Santa Cruz's Notice of Conditional Settlement; Prepare and circulate to team
2/21/24	Shunt Tatavos-Gharajeh	Communicate with Team	\$800.00	0.5	\$400.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with team regarding settlement terms, CMO rules and procedures to follow for settlement documents
2/21/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to Defense Counsel regarding group size for aggrieved employees
2/22/24	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order confirming motion hearings remain on calendar
2/22/24	Shunt Tatavos-Gharajeh	Communicate with Team	\$800.00	0.5	\$400.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Team Meeting Re Case Strategy on Approval and Zamani Case
2/22/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review hearing summary regarding hearings on Plaintiff Farroz Zamani's motions to intervene and consolidate
2/23/24	Shunt Tatavos-Gharajeh	Settlement Preparation	\$800.00	0.5	\$400.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit and analyze revised settlement agreement and draft correspondence regarding settlement administrator bids
2/23/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.4	\$320.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to client Cameron Santa Cruz regarding continuance of Plaintiff Farroz Zamani's motions to intervene and consolidate
2/23/24	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order regarding continuing hearing dates on Plaintiff Farroz Zamani's motions to intervene and consolidate
2/26/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review follow up email to and from Counsel regarding edits to settlement agreement
2/28/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Defense Counsel regarding status update on edits to settlement agreement
3/4/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review follow up email to and from Counsel re status of settlement edits and choice of bids
3/6/24	Shunt Tatavos-Gharajeh	Settlement Preparation	\$800.00	0.6	\$480.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit and analyze Defendant's redlines to settlement agreement and provide comments
3/11/24	Shunt Tatavos-Gharajeh	Settlement Preparation	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit and analyze redlined settlement agreement and provide comments and further changes
3/14/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.5	\$400.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review communication with Defense Counsel regarding terms in settlement agreement
3/14/24	Shunt Tatavos-Gharajeh	Edit Documents	\$800.00	0.2	\$160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit Joint Status Report in Advance of March 21, 2024 Further Status Conference
3/18/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review follow up correspondence to Defense Counsel regarding edits to redlined settlement agreement
3/21/24	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Plaintiff Farroz Zamani's Notice of Continued Status Conference
3/21/24	Shunt Tatavos-Gharajeh	Document Review	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order setting July 6, 2024, Further Status Conference
3/21/24	Shunt Tatavos-Gharajeh	Court Appearance	\$800.00	1.1	\$880.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Attend Further Status Conference; Prepare hearing summary and circulate to team
4/2/24	Shunt Tatavos-Gharajeh	Draft Documents	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Plaintiff's Notice of Continued Status Conference; Prepare and circulate to team
4/8/24	Shunt Tatavos-Gharajeh	Settlement Preparation	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review follow up correspondence to Defense Counsel regarding revised settlement agreement
4/12/24	Shunt Tatavos-Gharajeh	Law & Motion	\$800.00	2.1	\$1,680.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Evaluate and analyze time records in preparation for motion for fees

4/26/24	Shunt Tatavos-Gharajeh	Law & Motion	\$800.00	2.7	\$2,160.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit PAGA Approval Motion and supporting documents
4/29/24	Shunt Tatavos-Gharajeh	Settlement Preparation	\$800.00	0.5	\$400.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's further revisions to settlement agreement
5/1/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.3	\$240.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to and from counsel re settlement terms and disputed terms
5/7/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to counsel re settlement terms and disputed terms
5/8/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from counsel re settlement terms and disputed terms
5/8/24	Shunt Tatavos-Gharajeh	Communicate with Adverse Party	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from counsel re settlement terms and disputed terms
5/10/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to counsel re settlement terms and disputed terms
5/17/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to counsel re settlement terms and disputed terms
5/20/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to counsel re settlement terms and disputed terms
5/21/24	Shunt Tatavos-Gharajeh	Review Correspondence	\$800.00	0.1	\$80.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from counsel re settlement terms and disputed terms

			Total:	112.7	\$90,160.00		
Jason Rothman							
6/15/22	Jason Rothman	Legal Research	\$700.00	3	\$2,100.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Analyze Supreme Court's Opinion in Viking River Cruises v. Moriana
6/16/22	Jason Rothman	Communicate with Team	\$700.00	1	\$700.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discuss Viking River Cruises Opinion and Implications in the case
6/29/22	Jason Rothman	Review Correspondence	\$700.00	0.2	\$140.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review summary of call with Defense Counsel regarding Defendant's intent to file Motion to Compel Arbitration
6/29/22	Jason Rothman	Communicate with Team	\$700.00	0.5	\$350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with team re case strategy, plan of action, and next steps
7/1/22	Jason Rothman	Draft Documents	\$700.00	0.5	\$350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Joint Status Report in advance of July 8, 2022 Initial Status Conference; Prepare and circulate to Counsel
7/6/22	Jason Rothman	Document Review	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order continuing status conference to October 7, 2022
7/14/22	Jason Rothman	Document Review	\$700.00	1.4	\$980.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's Motion to Compel Arbitration and supporting documents
7/28/22	Jason Rothman	Communicate with Adverse Party	\$700.00	1.1	\$770.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with Defense Counsel regarding The California Supreme Court Granting Certiorari in <i>Adolph v. Uber Technologies</i> on July 20, 2022
8/10/22	Jason Rothman	Communicate with Adverse Party	\$700.00	0.3	\$210.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Call with Defense Counsel regarding Settlement Communications; Prepare summary and circulate to team
8/29/22	Jason Rothman	Legal Research	\$700.00	6.7	\$4,690.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Research Trial Court Orders Rejecting Viking River and Denying Dismissal of PAGA Claims
8/30/22	Jason Rothman	Law & Motion	\$700.00	5.3	\$3,710.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Opposition to Defendant's Motion to Compel Arbitration and Supporting Documents
8/30/22	Jason Rothman	Law & Motion	\$700.00	4.8	\$3,360.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Opposition to Defendant's Motion to Compel Arbitration and Supporting Documents
9/1/22	Jason Rothman	Law & Motion	\$700.00	3.6	\$2,520.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Finalize Opposition to Defendant's Motion to Compel Arbitration and Supporting Documents
9/8/22	Jason Rothman	Document Review	\$700.00	2.5	\$1,750.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Analyze and evaluate Defendant's Reply in Support of Motion to Compel Arbitration
9/14/22	Jason Rothman	Document Review	\$700.00	0.2	\$140.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Court's tentative ruling in advance of Hearing on Defendant's Motion to Compel Arbitration
9/14/22	Jason Rothman	Communicate with Team	\$700.00	0.5	\$350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discuss Tentative Ruling and Strategize Oral Argument
9/15/22	Jason Rothman	Court Appearance	\$700.00	2.1	\$1,470.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Prepare for and Attend Hearing on Defendant's Motion to Compel Arbitration; Prepare hearing summary and circulate to team
9/15/22	Jason Rothman	Document Review	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Defendant's Notice of Entry of Order Compelling Individual PAGA Claim to Arbitration and Staying the Remainder of the Case

9/29/22	Jason Rothman	Draft Documents	\$700.00	0.5	\$350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Joint Status Report in advance of October 7, 2022 Further Status Conference; Prepare and circulate to Counsel
10/5/22	Jason Rothman	Document Review	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order continuing status conference to July 28, 2023
1/23/23	Jason Rothman	Communicate with Client	\$700.00	0.3	\$210.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Call with client Cameron Santa Cruz regarding case strategy and plan of action; Prepare and circulate summary of call
2/13/23	Jason Rothman	Communicate with Client	\$700.00	0.7	\$490.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Call with client Cameron Santa Cruz regarding discovery; Prepare and circulate summary of call
7/19/23	Jason Rothman	Draft Documents	\$700.00	0.5	\$350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Joint Status Report in advance of July 28, 2023 Further Status Conference; Prepare and circulate to Counsel
7/21/23	Jason Rothman	Communicate with Third Party	\$700.00	0.3	\$210.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Communicate with Counsel for Plaintiff Farroz Zamani regarding upcoming status conference
7/21/23	Jason Rothman	Communicate with Adverse Party	\$700.00	0.7	\$490.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Defense Counsel regarding employee agreement and mediator proposals
7/25/23	Jason Rothman	Communicate with Client	\$700.00	0.7	\$490.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from client Cameron Santa Cruz regarding case update, status of state action and mediation discussion
7/25/23	Jason Rothman	Communicate with Adverse Party	\$700.00	1.4	\$980.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Defense Counsel regarding employee agreement and mediator proposals
7/27/23	Jason Rothman	Communicate with Adverse Party	\$700.00	0.6	\$420.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Defense Counsel regarding reserving mediation with mediator Paul Grossman
7/28/23	Jason Rothman	Court Appearance	\$700.00	1.1	\$770.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Prepare for and attend Status Conference; Prepare hearing summary and circulate to team
7/28/23	Jason Rothman	Document Review	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Defendant's Notice of Status Conference
7/28/23	Jason Rothman	Communicate with Adverse Party	\$700.00	0.8	\$560.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Defense Counsel regarding settlement negotiations
8/9/23	Jason Rothman	Draft Correspondence	\$700.00	0.2	\$140.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft correspondence to client Cameron Santa Cruz regarding case update
8/9/23	Jason Rothman	Communicate with Adverse Party	\$700.00	0.3	\$210.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Call with Defense Counsel regarding Settlement Communications; Prepare summary and circulate to team
8/15/23	Jason Rothman	Draft Documents	\$700.00	0.3	\$210.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft mediation data request letter in advance of December 7, 2023 mediation to Defense Counsel
8/21/23	Jason Rothman	Draft Correspondence	\$700.00	0.4	\$280.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Defense Counsel regarding informal mediation data production
8/23/23	Jason Rothman	Review Correspondence	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Counsel for Plaintiff Farroz Zamani regarding consolidation of actions
8/30/23	Jason Rothman	Draft Correspondence	\$700.00	0.4	\$280.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Counsel for Plaintiff Farroz Zamani regarding consolidation of actions
9/5/23	Jason Rothman	Document Review	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's notice of reassignment to the Honorable Melissa R. McCormick
9/6/23	Jason Rothman	Document Review	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review letter regarding combining actions from Counsel for Plaintiff Farroz Zamani
9/8/23	Jason Rothman	Review Correspondence	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Counsel for Plaintiff Farroz Zamani regarding consolidation of actions
9/18/23	Jason Rothman	Draft Correspondence	\$700.00	0.4	\$280.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Defense Counsel regarding meet and confer over mediation
9/26/23	Jason Rothman	Review Correspondence	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Counsel for Plaintiff Farroz Zamani regarding coordination/consolidation
10/2/23	Jason Rothman	Review Correspondence	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review follow up correspondence from Counsel for Plaintiff Farroz Zamani regarding coordination/consolidation
11/6/23	Jason Rothman	Document Review	\$700.00	2.6	\$1,820.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Plaintiff Farroz Zamani's Motion to Intervene, Motion to Consolidate, and supporting documents
11/7/23	Jason Rothman	Draft Correspondence	\$700.00	0.5	\$350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft correspondence to Defense Counsel regarding informal discovery in advance of upcoming mediation
11/7/23	Jason Rothman	Document Review	\$700.00	0.2	\$140.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Plaintiff Farroz Zamani's Amended Motion to Intervene, Motion to Consolidate, and supporting documents
11/14/23	Jason Rothman	Review Correspondence	\$700.00	0.6	\$420.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Communicate with Defense Counsel regarding informal discovery in advance of upcoming mediation
11/14/23	Jason Rothman	Review Correspondence	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Plaintiff Farroz Zamani regarding Zamani's intent to seek an ex parte application
11/14/23	Jason Rothman	Document Review	\$700.00	1.3	\$910.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Plaintiff Farroz Zamani's Ex Parte Applications to Advance Hearing Dates

11/14/23	Jason Rothman	Law & Motion	\$700.00	2	\$1,400.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Opposition to Ex Parte Application
11/15/23	Jason Rothman	Document Review	\$700.00	3.5	\$2,450.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze informal discovery production in advance of upcoming mediation from Defense Counsel
11/15/23	Jason Rothman	Document Review	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's minute order regarding denying Plaintiff Farroz Zamani's ex parte applications
11/15/23	Jason Rothman	Communicate with Adverse Party	\$700.00	0.3	\$210.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Communicate with Defense Counsel regarding Court's order
11/15/23	Jason Rothman	Communicate with Team	\$700.00	0.7	\$490.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with Team regarding Defendant's informal discovery production in advance of mediation
11/20/23	Jason Rothman	Document Review	\$700.00	0.5	\$350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review intake with witness; evaluate potential testimony
11/20/23	Jason Rothman	Document Review	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review authorization letter to witness
11/27/23	Jason Rothman	Mediation Preparation	\$700.00	4.8	\$3,360.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Prepare Mediation Brief and Supporting Exhibits
11/28/23	Jason Rothman	Mediation Preparation	\$700.00	7.3	\$5,110.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Prepare Mediation Brief and Damages Analysis
11/29/23	Jason Rothman	Mediation Preparation	\$700.00	7	\$4,900.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Prepare Mediation Brief and Supporting Documents and Damages Analysis
11/30/23	Jason Rothman	Draft Correspondence	\$700.00	0.3	\$210.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft correspondence to client Cameron Santa Cruz regarding upcoming mediation
12/1/23	Jason Rothman	Document Review	\$700.00	0.5	\$350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review intake with witness and evaluate testimony
12/1/23	Jason Rothman	Document Review	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review authorization letter to witness
12/1/23	Jason Rothman	Mediation Preparation	\$700.00	2.5	\$1,750.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Finalize Mediation Brief and Supporting Exhibits
12/4/23	Jason Rothman	Review Correspondence	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to Defense Counsel regarding additional informal discovery required
12/5/23	Jason Rothman	Document Review	\$700.00	0.5	\$350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review intake with witness and evaluate testimony
12/5/23	Jason Rothman	Document Review	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review authorization letter to witness
12/5/23	Jason Rothman	Communicate with Adverse Party	\$700.00	1.6	\$1,120.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Communicate with Defense Counsel and Mediator regarding rescheduling mediation
12/7/23	Jason Rothman	Draft Documents	\$700.00	0.5	\$350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Joint Status Report in advance of December 15, 2023 Further Status Conference; Prepare and circulate to Counsel
12/11/23	Jason Rothman	Communicate with Client	\$700.00	0.2	\$140.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Call with client Cameron Santa Cruz regarding rescheduling mediation date; Prepare and circulate summary of call
12/11/23	Jason Rothman	Document Review	\$700.00	0.4	\$280.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's further edits to Joint Report in advance of upcoming status conference; Finalize for filing
12/11/23	Jason Rothman	Draft Correspondence	\$700.00	0.9	\$630.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Defense Counsel and Mediator regarding rescheduling mediation
12/14/23	Jason Rothman	Communicate with Team	\$700.00	0.5	\$350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with Team regarding case strategy and plan regarding coordination/consolidation motions
12/15/23	Jason Rothman	Court Appearance	\$700.00	1.1	\$770.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Attend Further Status Conference; Prepare hearing summary and circulate to team
12/20/23	Jason Rothman	Document Review	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order setting further status conference
12/20/23	Jason Rothman	Draft Documents	\$700.00	0.3	\$210.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft notice regarding Court's Minute Order setting further status conference; Prepare and circulate to team
12/26/23	Jason Rothman	Document Review	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Mediator Paul Grossman's assistants confirmation letter
1/4/24	Jason Rothman	Communicate with Team	\$700.00	0.4	\$280.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with Team regarding aggrieved employees and records requests
1/4/24	Jason Rothman	Document Review	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review letter regarding record requests to Defense Counsel regarding witnesses
1/4/24	Jason Rothman	Draft Correspondence	\$700.00	0.4	\$280.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft correspondence to and from Defense Counsel regarding additional informal discovery in advance of upcoming mediation
1/9/24	Jason Rothman	Review Correspondence	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Defense Counsel regarding acceptance of service for record requests

1/11/24	Jason Rothman	Communicate with Adverse Party	\$700.00	0.4	\$280.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Communicate with Defense Counsel regarding additional informal discovery in advance of upcoming mediation
1/11/24	Jason Rothman	Document Review	\$700.00	4.5	\$3,150.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Conduct analysis of payroll and timekeeping records produced by Defendant
1/12/24	Jason Rothman	Draft Correspondence	\$700.00	0.3	\$210.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Defense Counsel regarding availability and scheduling a call
1/18/24	Jason Rothman	Draft Correspondence	\$700.00	0.2	\$140.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft correspondence to Defense Counsel regarding remaining concerns over informal discovery
1/18/24	Jason Rothman	Draft Documents	\$700.00	0.3	\$210.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft request for mediation damage analysis to expert consultants at Berger Consulting Group
1/25/24	Jason Rothman	Communicate with Client	\$700.00	0.4	\$280.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Call with client Cameron Santa Cruz regarding case update; Prepare and circulate summary of call
1/26/24	Jason Rothman	Review Correspondence	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Mediator Paul Grossman's assistant regarding possible rescheduling of mediation
1/29/24	Jason Rothman	Draft Correspondence	\$700.00	0.2	\$140.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft correspondence to and from Mediator Paul Grossman's assistant regarding rescheduling mediation
1/29/24	Jason Rothman	Draft Correspondence	\$700.00	0.2	\$140.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft correspondence to Defense Counsel regarding informal discovery production
1/30/24	Jason Rothman	Draft Correspondence	\$700.00	0.2	\$140.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Defense Counsel regarding Defendant's May 31, 2022 Motion to Stay Plaintiff Zamani's Action
2/1/24	Jason Rothman	Document Review	\$700.00	1.8	\$1,260.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Evaluate and analyze personnel and payroll records for witnesses
2/1/24	Jason Rothman	Law & Motion	\$700.00	5.9	\$4,130.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Opposition to Motion to Consolidate
2/2/24	Jason Rothman	Law & Motion	\$700.00	7.5	\$5,250.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Opposition to Motion to Intervene
2/5/24	Jason Rothman	Draft Correspondence	\$700.00	0.4	\$280.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Defense Counsel regarding Plaintiff Zamani's motions and informal discovery
2/5/24	Jason Rothman	Law & Motion	\$700.00	6	\$4,200.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Opposition to Motion to Intervene
2/7/24	Jason Rothman	Draft Documents	\$700.00	3.6	\$2,520.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Finalize oppositions to Plaintiff Farroz Zamani's Motions to Intervene and Consolidate; Prepare and circulate to team
2/7/24	Jason Rothman	Document Review	\$700.00	0.6	\$420.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's oppositions to Plaintiff Farroz Zamani's Motions to Intervene and Consolidate
2/7/24	Jason Rothman	Communicate with Adverse Party	\$700.00	0.3	\$210.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Call with Defense Counsel regarding remaining informal discovery data production required; Prepare and circulate summary of call
2/8/24	Jason Rothman	Mediation Preparation	\$700.00	3.6	\$2,520.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Conduct analysis of additional payroll and timekeeping records produced by Defendant
2/8/24	Jason Rothman	Communicate with Client	\$700.00	0.2	\$140.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Call with client Cameron Santa Cruz regarding upcoming motions to intervene and consolidate; Prepare and circulate summary of call
2/8/24	Jason Rothman	Draft Correspondence	\$700.00	0.5	\$350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Berger Consulting Group regarding additional data production and concerns over data
2/8/24	Jason Rothman	Review Correspondence	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Mediator Paul Grossman's assistant regarding upcoming mediation
2/12/24	Jason Rothman	Document Review	\$700.00	1.4	\$980.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Evaluate damages/penalties analysis from expert at Berger Consulting Group
2/12/24	Jason Rothman	Draft Correspondence	\$700.00	0.2	\$140.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft correspondence to client Cameron Santa Cruz regarding upcoming mediation
2/13/24	Jason Rothman	Communicate with Third Party	\$700.00	0.4	\$280.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Correspond to and from Berger Consulting Group regarding adjustments needed
2/14/24	Jason Rothman	Mediation Preparation	\$700.00	5.8	\$4,060.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft mediation brief in advance of upcoming mediation with mediator Paul Grossman
2/14/24	Jason Rothman	Document Review	\$700.00	1	\$700.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Evaluate and analyze Plaintiff Farroz Zamani's Reply in support of motion to consolidate
2/15/24	Jason Rothman	Document Review	\$700.00	0.6	\$420.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze intake with witnesses and evaluate testimony
2/15/24	Jason Rothman	Document Review	\$700.00	0.3	\$210.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review authorization letter to witnesses
2/16/24	Jason Rothman	Mediation Preparation	\$700.00	0.5	\$350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review confidentiality agreement from Mediator
2/16/24	Jason Rothman	Draft Documents	\$700.00	0.3	\$210.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review letters regarding record requests to Defense Counsel for witnesses

2/16/24	Jason Rothman	Document Review	\$700.00	2.4	\$1,680.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Evaluate and analyze Defendant's additional informal discovery production
2/16/24	Jason Rothman	Communicate with Third Party	\$700.00	0.3	\$210.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Communicate with Berger Consulting Group regarding regular rate examples and Ferra issues
2/19/24	Jason Rothman	Mediation	\$700.00	9	\$6,300.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Attend mediation with mediator Paul Grossman
2/20/24	Jason Rothman	Draft Documents	\$700.00	0.2	\$140.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft acceptance of mediator's proposal to mediator Paul Grossman's assistant
2/21/24	Jason Rothman	Draft Documents	\$700.00	0.3	\$210.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft Plaintiff Cameron Santa Cruz's Notice of Conditional Settlement; Prepare same for filing
2/21/24	Jason Rothman	Communicate with Team	\$700.00	0.5	\$350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Discussion with team regarding settlement terms, CMO rules and procedures to follow for settlement documents
2/21/24	Jason Rothman	Draft Correspondence	\$700.00	0.2	\$140.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft correspondence to Defense Counsel regarding PAGA size for aggrieved employees
2/22/24	Jason Rothman	Document Review	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order confirming motion hearings remain on calendar
2/22/24	Jason Rothman	Settlement Preparation	\$700.00	1.3	\$910.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review initial draft of settlement agreement and circulate to Opposing Counsel
2/22/24	Jason Rothman	Court Appearance	\$700.00	1.1	\$770.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Attend hearings on Plaintiff Farroz Zamani's motions to intervene and consolidate; Prepare hearing summary and circulate to team
2/22/24	Jason Rothman	Communicate with Team	\$700.00	0.5	\$350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Team Meeting Re Case Strategy on Approval and Zamani Case
2/23/24	Jason Rothman	Settlement Preparation	\$700.00	0.3	\$210.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit and analyze revised settlement agreement and draft correspondence regarding settlement administrator bids
2/23/24	Jason Rothman	Draft Correspondence	\$700.00	0.4	\$280.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft correspondence to client Cameron Santa Cruz regarding continuance of Plaintiff Farroz Zamani's motions to intervene and consolidate
2/23/24	Jason Rothman	Document Review	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order regarding continuing hearing dates on Plaintiff Farroz Zamani's motions to intervene and consolidate
2/26/24	Jason Rothman	Review Correspondence	\$700.00	0.2	\$140.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review follow up email to and from Counsel regarding edits to settlement agreement
2/28/24	Jason Rothman	Review Correspondence	\$700.00	0.1	\$70.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Defense Counsel regarding status update on edits to settlement agreement
3/4/24	Jason Rothman	Review Correspondence	\$700.00	0.2	\$140.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review follow up email to and from Counsel re status of settlement edits and choice of bids

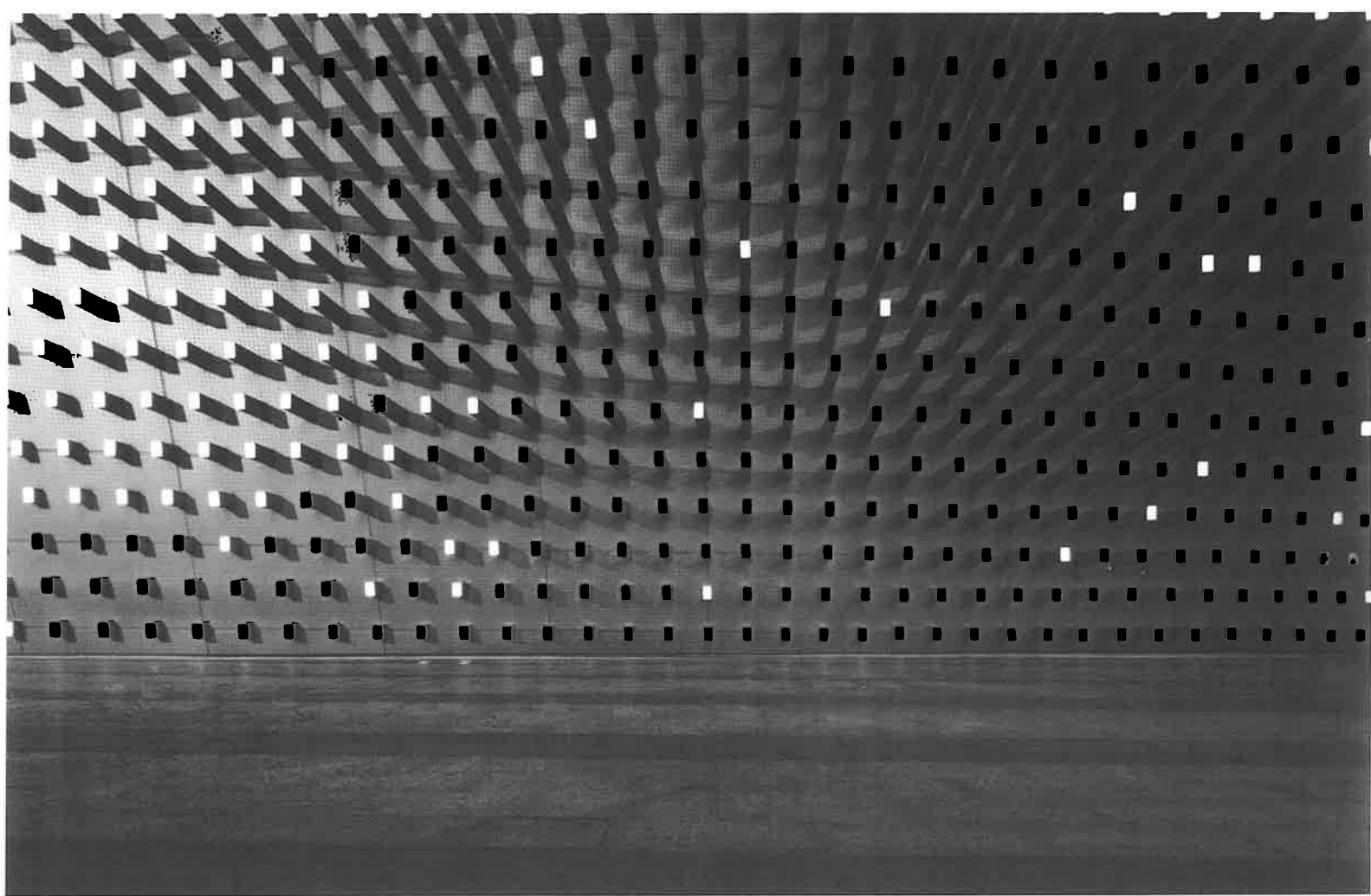
			Total:	151.7	\$106,190.00		
Haig Hogdanian							
2/22/24	Haig Hogdanian	Settlement Preparation	\$500.00	4.5	\$2,250.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Prepare initial draft of settlement agreement and circulate to Defense Counsel
2/22/24	Haig Hogdanian	Review Correspondence	\$500.00	0.1	\$50.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review hearing summary regarding hearings on Plaintiff Farroz Zamani's motions to intervene and consolidate
2/22/24	Haig Hogdanian	Communicate with Team	\$500.00	0.5	\$250.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Team Meeting Re Case Strategy on Approval and Zamani Case
2/23/24	Haig Hogdanian	Settlement Preparation	\$500.00	1.7	\$850.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit and analyze revised settlement agreement and draft correspondence regarding settlement administrator bids; Prepare and circulate to Counsel
2/23/24	Haig Hogdanian	Review Correspondence	\$500.00	0.4	\$200.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence to client Cameron Santa Cruz regarding continuance of Plaintiff Farroz Zamani's motions to intervene and consolidate
2/23/24	Haig Hogdanian	Document Review	\$500.00	0.1	\$50.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order regarding continuing hearing dates on Plaintiff Farroz Zamani's motions to intervene and consolidate
2/26/24	Haig Hogdanian	Draft Correspondence	\$500.00	0.3	\$150.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft follow up email to and from Counsel regarding edits to settlement agreement
2/28/24	Haig Hogdanian	Review Correspondence	\$500.00	0.1	\$50.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from Defense Counsel regarding status update on edits to settlement agreement
3/4/24	Haig Hogdanian	Draft Correspondence	\$500.00	0.2	\$100.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft follow up email to and from Counsel re status of settlement edits and choice of bids
3/6/24	Haig Hogdanian	Settlement Preparation	\$500.00	1.2	\$600.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit and analyze Defendant's redlines to settlement agreement and provide comments
3/11/24	Haig Hogdanian	Settlement Preparation	\$500.00	0.8	\$400.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Edit and analyze redlined settlement agreement and provide comments and further changes

3/14/24	Haig Hogdanian	Communicate with Adverse Party	\$500.00	0.5	\$250.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Communicate with Defense Counsel regarding terms in settlement agreement
3/14/24	Haig Hogdanian	Document Review	\$500.00	0.1	\$50.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Joint Status Report in Advance of March 21, 2024 Further Status Conference
3/18/24	Haig Hogdanian	Draft Correspondence	\$500.00	0.2	\$100.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft follow up correspondence to Defense Counsel regarding edits to redlined settlement agreement
3/21/24	Haig Hogdanian	Document Review	\$500.00	0.1	\$50.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Plaintiff Farroz Zamani's Notice of Continued Status Conference
3/21/24	Haig Hogdanian	Document Review	\$500.00	0.1	\$50.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Court's Minute Order setting July 6, 2024, Further Status Conference
3/21/24	Haig Hogdanian	Review Correspondence	\$500.00	0.1	\$50.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review hearing summary regarding Further Status Conference
4/2/24	Haig Hogdanian	Document Review	\$500.00	0.1	\$50.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review Plaintiff's Notice of Continued Status Conference
4/8/24	Haig Hogdanian	Settlement Preparation	\$500.00	0.1	\$50.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review follow up correspondence to Defense Counsel regarding revised settlement agreement
4/10/24	Haig Hogdanian	Law & Motion	\$500.00	2.6	\$1,300.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Draft PAGA Approval Motion and supporting documents; Circulate to team for edits
4/24/24	Haig Hogdanian	Settlement Preparation	\$500.00	1.4	\$700.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and verify costs in preparation for motion for fees
4/29/24	Haig Hogdanian	Settlement Preparation	\$500.00	1.2	\$600.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Defendant's further revisions to settlement agreement
5/1/24	Haig Hogdanian	Communicate with Adverse Party	\$500.00	0.5	\$250.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Email correspondence to and from counsel re settlement terms and disputed terms
5/7/24	Haig Hogdanian	Communicate with Adverse Party	\$500.00	0.2	\$100.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Email correspondence to counsel re settlement terms and disputed terms
5/8/24	Haig Hogdanian	Communicate with Adverse Party	\$500.00	0.1	\$50.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from counsel re settlement terms and disputed terms
5/9/24	Haig Hogdanian	Communicate with Adverse Party	\$500.00	0.1	\$50.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from counsel re settlement terms and disputed terms
5/9/24	Haig Hogdanian	Settlement Preparation	\$500.00	0.6	\$300.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze further edits to settlement agreement
5/10/24	Haig Hogdanian	Communicate with Adverse Party	\$500.00	0.2	\$100.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Email correspondence to counsel re settlement terms and disputed terms
5/17/24	Haig Hogdanian	Legal Research	\$500.00	4.7	\$2,350.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review and analyze Judge McCormicks prior settlement tentative rulings; research recoverable costs as prevailing parties and CCP sections
5/17/24	Haig Hogdanian	Communicate with Adverse Party	\$500.00	0.2	\$100.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Email correspondence to counsel re settlement terms and disputed terms
5/20/24	Haig Hogdanian	Communicate with Adverse Party	\$500.00	0.2	\$100.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Email correspondence to counsel re settlement terms and disputed terms
5/21/24	Haig Hogdanian	Communicate with Adverse Party	\$500.00	0.1	\$50.00	Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)	Review correspondence from counsel re settlement terms and disputed terms

			Total:	23.3	\$11,650.00		
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Total for the Firm:			405.6	\$314,110.00			
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EXHIBIT 5



ELM Solutions

2022 Real Rate Report[®]

The industry's leading
analysis of law firm rates,
trends, and practices

Report Editor**Jeffrey Solomon**

Senior Director, Product Management Legal
Analytics, Wolters Kluwer ELM Solutions

Lead Data Analysts**Carol Au**

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A Letter to Our Readers

Welcome to the Wolters Kluwer ELM Solutions Real Rate Report®, the industry's leading data-driven benchmark report for lawyer rates.

Our Real Rate Report has been a relied upon data analytics resource to the legal industry since its inception in 2010 and continues to evolve. The Real Rate Report is powered by the Wolters Kluwer ELM Solutions LegalVIEW® data warehouse, which has grown to include \$155B+ in anonymized legal data.

Last year, we launched our LegalVIEW Insights report series, which presented the first-of-its-kind legal analysis of total outside spend, vendor counts, staffing ratios, and other matters. This year, LegalVIEW Insights has gone even deeper into these issues and, together with the Real Rate Report, is a great tool to benchmark performance and improve from there.

The legal services industry relies on internal analytics and the use of external data resources, such as the LegalVIEW data warehouse, to support legal management strategies. The depth and details of the data in the Real Rate Report enable you to better benchmark and make more informed investment and resourcing decisions for your organization.

As with past Real Rate Reports, all of the data analyzed are from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters to give legal departments and law firms greater ability to pinpoint areas of opportunity. We strive to make the Real Rate Report a valuable and actionable reference tool for legal departments and law firms.

As always, we welcome your comments and suggestions on what information would make this publication more valuable to you. We thank our data contributors for participating in this program. And we thank you for making Wolters Kluwer ELM Solutions your trusted partner for legal industry domain expertise, data, and analytics and look forward to continuing to provide market-leading, expert solutions that deliver the best business outcomes for collaboration among legal departments and law firms.

Sincerely,



Barry Ader

Vice President, Product Management and Marketing
Wolters Kluwer ELM Solutions

Report Use Considerations

2022 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Clients might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Matter Type	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Jackson MS	Litigation	Associate	56	\$55	\$225	\$250	\$178	\$203	\$175
	Non-Litigation	Partner	24	\$315	\$420	\$485	\$418	\$394	\$375
		Associate	25	\$55	\$126	\$255	\$155	\$125	\$259
Kansas City MO	Litigation	Partner	74	\$413	\$450	\$556	\$472	\$450	\$450
		Associate	50	\$252	\$329	\$385	\$319	\$316	\$305
	Non-Litigation	Partner	101	\$411	\$487	\$615	\$519	\$487	\$464
		Associate	73	\$250	\$320	\$385	\$322	\$312	\$285
Las Vegas NV	Non-Litigation	Partner	20	\$350	\$425	\$525	\$440	\$422	\$432
		Associate	11	\$238	\$267	\$368	\$301	\$297	\$282
Little Rock AR	Non-Litigation	Partner	11	\$215	\$215	\$308	\$264	\$256	\$298
Los Angeles CA	Litigation	Partner	322	\$516	\$725	\$1,045	\$799	\$739	\$702
		Associate	408	\$400	\$615	\$855	\$642	\$606	\$564
	Non-Litigation	Partner	521	\$596	\$868	\$1,201	\$903	\$902	\$858
		Associate	667	\$441	\$603	\$845	\$653	\$712	\$648

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Associate

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	3 to Fewer Than 7 Years	15	\$270	\$325	\$360	\$318	\$295	\$283
	7 or More Years	28	\$292	\$334	\$391	\$333	\$312	\$302
Los Angeles CA	Fewer Than 3 Years	63	\$429	\$595	\$654	\$556	\$524	\$488
	3 to Fewer Than 7 Years	144	\$486	\$688	\$838	\$662	\$626	\$530
	7 or More Years	171	\$351	\$550	\$840	\$600	\$634	\$586
Miami FL	3 to Fewer Than 7 Years	19	\$300	\$360	\$457	\$380	\$331	\$313
	7 or More Years	36	\$295	\$450	\$595	\$460	\$433	\$385
Minneapolis MN	Fewer Than 3 Years	11	\$374	\$405	\$446	\$408		\$230
	3 to Fewer Than 7 Years	27	\$340	\$451	\$510	\$421	\$358	\$356
	7 or More Years	27	\$423	\$468	\$585	\$478	\$438	\$392
Nashville TN	7 or More Years	12	\$219	\$245	\$345	\$282	\$266	\$262
New Orleans LA	3 to Fewer Than 7 Years	12	\$232	\$243	\$265	\$261	\$242	\$245
	7 or More Years	18	\$243	\$312	\$343	\$306	\$318	\$294
New York NY	Fewer Than 3 Years	142	\$443	\$622	\$775	\$629	\$600	\$652

Section I: High-Level Data Cuts

Cities

By Years of Experience

2022 - Real Rates for Partner

Trend Analysis - Mean

City	Years of Experience	n	First Quartile	Median	Third Quartile	2022	2021	2020
Kansas City MO	Fewer Than 21 Years	46	\$400	\$450	\$537	\$473	\$411	\$397
	21 or More Years	68	\$440	\$553	\$658	\$539	\$497	\$491
Las Vegas NV	Fewer Than 21 Years	12	\$284	\$381	\$495	\$389	\$349	\$343
	21 or More Years	13	\$350	\$425	\$515	\$468	\$456	\$472
Los Angeles CA	Fewer Than 21 Years	183	\$533	\$801	\$1,075	\$804	\$797	\$682
	21 or More Years	333	\$550	\$765	\$1,133	\$863	\$842	\$808
Memphis TN	Fewer Than 21 Years	14	\$288	\$331	\$380	\$345	\$317	\$328
	21 or More Years	15	\$355	\$415	\$425	\$394	\$382	\$375
Miami FL	Fewer Than 21 Years	57	\$370	\$450	\$598	\$490	\$498	\$443
	21 or More Years	104	\$388	\$581	\$749	\$584	\$580	\$536
Milwaukee WI	21 or More Years	16	\$302	\$454	\$613	\$589	\$515	\$530
Minneapolis MN	Fewer Than 21 Years	36	\$470	\$530	\$607	\$532	\$486	\$499
	21 or More Years	84	\$507	\$675	\$796	\$656	\$620	\$589
Nashville TN	Fewer Than 21 Years	28	\$375	\$405	\$535	\$449	\$405	\$397

Section I: High-Level Data Cuts

Cities

By Matter Type

2022 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2022	2021	2020
Las Vegas NV	Associate	15	\$250	\$308	\$361	\$314	\$313	\$283
	Partner	16	\$215	\$250	\$311	\$271	\$260	\$287
Little Rock AR	Associate	17	\$150	\$150	\$185	\$173	\$171	\$188
	Partner	743	\$550	\$825	\$1,140	\$863	\$844	\$796
Los Angeles CA	Associate	1007	\$429	\$610	\$847	\$649	\$676	\$618
	Partner	22	\$265	\$325	\$360	\$326	\$343	\$339
Louisville KY	Associate	20	\$196	\$248	\$271	\$240	\$232	\$232
	Partner	11	\$378	\$425	\$535	\$447	\$426	\$437
Madison WI	Partner	30	\$290	\$359	\$425	\$365	\$349	\$354
Memphis TN	Associate	156	\$271	\$387	\$476	\$393	\$379	\$372
	Partner	214	\$364	\$528	\$688	\$542	\$535	\$504
Miami FL	Associate	23	\$265	\$290	\$361	\$312	\$310	\$300
	Partner	36	\$290	\$375	\$464	\$448	\$449	\$448
Milwaukee WI	Associate	168	\$454	\$626	\$728	\$611	\$576	\$543
	Partner	168	\$454	\$626	\$728	\$611	\$576	\$543
Minneapolis MN	Partner	168	\$454	\$626	\$728	\$611	\$576	\$543

EXHIBIT 6

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709

6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT 7

JUSTICE LAW CORPORATION CASE COST DETAIL
Sun West Mortgage Company, Inc. adv. Santa Cruz (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
10/26/2021	Labor and Workforce Development Agency	PAGA Filing Fee	\$ 75.00
10/26/2021	United States Postal Service	Mailing Correspondence	\$ 8.73
1/3/2022	OneLegal	Filing	\$ 14.67
1/7/2022	OneLegal	Filing & Filing Fee	\$ 1,492.00
1/11/2022	OneLegal	Filing & Service of Process	\$ 97.03
1/14/2022	OneLegal	Filing	\$ 14.67
1/28/2022	United States Postal Service	Service of Documents	\$ 4.81
2/22/2022	General Logistics Systems	Service of Documents	\$ 12.97
2/22/2022	OneLegal	Filing	\$ 14.67
2/23/2022	General Logistics Systems	Service of Documents	\$ 11.98
3/22/2022	JAMS, Inc.	Arbitration Filing Fee	\$ 409.25
7/1/2022	OneLegal	Filing	\$ 12.87
9/1/2022	General Logistics Systems	Service of Documents	\$ 12.92
9/1/2022	OneLegal	Filing	\$ 15.19
9/30/2022	United States Postal Service	Service of Documents	\$ 1.60
9/30/2022	OneLegal	Filing	\$ 15.19
7/24/2023	OneLegal	Filing	\$ 13.33
10/27/2023	General Logistics Systems	Mailing Correspondence	\$ 25.20
12/7/2023	Paul Grossman	Mediation Fees	\$ 16,500.00
12/11/2023	OneLegal	Filing	\$ 13.33
12/28/2023	OneLegal	Filing	\$ 15.65
2/7/2024	OneLegal	Filing	\$ 35.42
2/21/2024	OneLegal	Filing	\$ 17.71
2/28/2024	Berger Consulting Group	Expert Review and Analysis of Payroll Records	\$ 5,310.00
3/14/2024	OneLegal	Filing	\$ 15.39
4/10/2024	OneLegal	Filing	\$ 17.71
	OneLegal	Filing & Filing Fee (Anticipatory)	\$ 75.39
	OneLegal	Filing (Anticipatory)	\$ 15.39
		Total Cost	\$ 24,268.07

EXHIBIT 8



Berger Consulting Group
P.O. Box 261954
Encino, CA 91426

DATE: 2/28/2024
INVOICE # 9566
FOR: Santa Cruz v Sun
West Mortgage

Bill To:
Justice Law Corp

DESCRIPTION	AMOUNT
Santa Cruz v Sun West Mortgage (11.80 hours @ 450/hr Rate)	\$ 5,310.00
TOTAL	\$ 5,310.00

Please make all checks payable to: Berger Consulting Group, LLC
P.O. Box 261954
Encino, CA 91426

Thank you for your business.

INVOICE

EXHIBIT 9



Heather Donnelly <hdonnelly@justicelawcorp.com>

Fwd: Thank you for your Proposed Settlement Submission

1 message

Justice Law Corporation <info@justicelawcorp.com>
To: Heather Donnelly <hdonnelly@justicelawcorp.com>

Tue, Jun 4, 2024 at 12:33 PM

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

From: **DIR PAGA Unit** <lwdadonotreply@dir.ca.gov>
Date: Tue, Jun 4, 2024 at 12:30 PM
Subject: Thank you for your Proposed Settlement Submission
To: <info@justicelawcorp.com>

06/04/2024 12:29:57 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 10



Justice Law Corporation <info@justicelawcorp.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "info@justicelawcorp.com" <info@justicelawcorp.com>

Tue, Oct 26, 2021 at 1:34 PM

10/26/2021

LWDA Case No. LWDA-CM-849946-21
Law Firm : Justice Law Corporation
Plaintiff Name : Cameron Santa Cruz
Employer: Sun West Mortgage Company, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 11

Thank you for your Court Complaint Submission.

1 message

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Reply-To: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: info@justicelawcorp.com

Fri, Jan 7, 2022 at 5:20 PM

01/07/2022 05:20:30 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, CA 91103 and my electronic service address is hdonnelly@justicelawcorp.com.

On June 4, 2024, I served the foregoing documents described as

**DECLARATION OF DOUGLAS HAN IN SUPPORT OF MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE SECTIONS 2698, ET
SEQ.) SETTLEMENT AGREEMENT**

for the following case: **Santa Cruz adv. Sun West Mortgage Company, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-849946-21**
Court Case No.: 30-2022-01239675-CU-OE-CXC
Orange County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

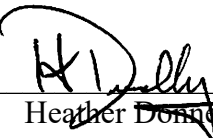
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on June 4, 2024, at Pasadena, California.



Heather Donnelly