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Attorneys for Plaintiff,
SOCORRO MATA CRUZ on behalf of herself
and on behalf of all persons similarly situated, and
on behalf of herself, the Labor Workforce Development Agency,
and similarly situated aggrieved current and former employees

SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA

SOCORRO MATA CRUZ,
Plaintiff,

vs.

RTSF PETRO VENTURES, INC.; ET AL.;
Defendants.

Case No.: C22-00538

**DECLARATION OF PATRICK R. CO
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF SETTLEMENT**

Date: January 25, 2024
Time: 9:00am
Dept.: 12
Judge: Hon. Charles S. Treat

I, Patrick R. Co, declare:

1. I, Patrick R. Co, declare:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am Counsel for Plaintiff Socorro Mata Cruz ("Plaintiff") in this action. I have personal knowledge of the matters stated herein and if called and sworn as

1 a witness, I would and could competently testify under oath thereto. I am a member in s good
2 standing of the bar of the State of California.

3 2. I graduated from Loyola University of Chicago-School of Law in 1996, and have been
4 licensed to practice in California since 1999. I have been in practice in California since that time
5 uninterrupted, with a focus exclusively on civil litigation.

6 3. Prior to beginning my own firm, I was previously a Partner at Clapp, Moroney,
7 Bellagamba, Vucinich, Beeman & Scheley, a San Francisco Bay Area civil litigation firm. In
8 my 23 years of experience, I have litigated hundreds of matters to successful conclusion for San
9 Francisco Bay Area individuals, small, medium, and large businesses, Fortune 500 companies,
10 cities and towns, including their employees and officers. My practice areas have included
11 personal injury (including catastrophic injuries and wrongful death), consumer law,
12 environmental law, police liability/Civil Rights, landlord-tenant disputes, and of course
employment law, including discrimination and wage and hour litigation.

13 4. I have represented clients statewide, including San Francisco County, San Mateo County,
14 Alameda County, Santa Clara County, Santa Cruz County, Marin County, Placer County,
15 Sonoma County, Contra Costa County, Sacramento County, Mono County, and Los Angeles
16 County. I am also admitted to practice and have represented clients in U.S. Federal Courts,
17 including the United States Court of Appeal for the Ninth Circuit, as well as the United States
District Courts for the Northern, Central, and Eastern Districts of California.

18 5. My current practice consists of approximately 95% employment law, with an emphasis
19 on wage and hour litigation.

20 6. A representative sample of my past and current wage and hour litigation matters include
21 cases of unpaid wages, unpaid overtime, meal break violations, rest period violations, wage
22 statement violations, and for civil penalties pursuant to the California Private Attorney General
23 Act. I have previously and am currently litigating numerous cases of wage and hour violations
24 in addition to the present matter. I agreed to represent the plaintiff in this matter, Socorro Mata
25 Cruz, on a pure contingency fee basis. If this case had been lost, I would not have received any
26 payment for my time and I would not have recouped from any source any of the costs I incurred
27 in this litigation. My agreement with Mr. Velez, my co-counsel, did not change, alter, or
28 otherwise affect that contingency fee arrangement. Mr. Velez and I are pursuing our fees and
costs solely on the basis of this motion. Thus, we have received no fees from our client. In
addition, we have advanced all litigation costs incurred in the course of this lawsuit, and have
received no payment or reimbursement for our fees and costs.

1 This Declaration is submitted in support of Plaintiff Socorro Mata Cruz's Motion for Final
2 Approval of Class Action Settlement. Defendants own two (2) car washes.

3 7. Plaintiff, Socorro Mata Cruz, worked for Defendants as a non-exempt hourly employee,
4 car washer, from approximately March 23, 2018 to the present.

5 8. On March 23, 2022, Plaintiff filed the current action on behalf of current and former
6 non-exempt employees in California four years prior to the filing of the complaint through the
7 present. The Complaint alleges: (1) FAILURE TO PROVIDE MEAL PERIODS; (2) FALLURE
8 TO PROVIDE REST PERIODS; (3) FAILURE TO PAY WAGES; (4) FAILURE TO PAY
9 REPORTING TIME WAGES; (5) FAILURE TO PROVIDE ACCURATE WAGE
10 STATEMENTS; (6) VIOLATION OF BUSINESS AND PROFESSIONS CODE, AND (7)
11 VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT.

12 9. Plaintiff's claims are premised primarily on the allegation that Defendants did not pay
13 employees for failing to provide meal and rest period in accordance with the California Labor
14 Code and Wage Orders, in that Defendants routinely failed to provide rest periods, and routinely
15 failed to provide a meal period, or a full uninterrupted 30-minute meal period.

16 10. Defendants denied the allegations and contended that employees were properly
17 compensated.

18 11. The Parties have undertaken significant investigation of the facts and law during the
19 pendency of this action. Following the filing of the case, the parties agreed on a discovery plan
20 to efficiently and expeditiously identify the issues and potential damages, sufficient to have an
21 effective mediation. Formal discovery was conducted by plaintiff in the form of Form
22 Interrogatories-General, Set One; Form Interrogatories-Employment, Set One; Special
23 Interrogatories, Set One; Request for Production, Set One; Request for Production of
24 Documents, Set One; Request for Production of Documents, Set Two; Request for Production of
25 Documents, Set Three.

26 12. Defendants responded to the aforementioned discovery, and as part of that response,
27 produced 9232 documents. Those documents consisted of defendants' policies and employee
28 manuals, as well as the wage statements and time cards of 98 employees identified as putative
class members. The documents were painstakingly reviewed and analyzed by myself and my co-
counsel, Martin Velez, Esq. to determine the maximum potential damages in this action as
analyzed below.

13. On December 21, 2022, the Parties participated in a mediation session before mediator

1 Michael Loeb, Esq., an experienced complex litigation mediator. During the course of a full day,
2 the mediator actively assisted the Parties in settlement discussions and the Parties reached an
3 agreement to settle this matter. Settlement was reached after extensive informal discovery as
4 well as extensive negotiations conducted through the mediator. The mediation ultimately resulted
5 with the Parties reaching the basic terms of a settlement which were memorialized in a document
6 entitled Memorandum of Settlement which was signed by all parties and their attorneys at the
7 conclusion of the mediation. Based on that Memorandum of Settlement, the settlement was later
8 finalized in the Settlement Agreement which has been signed by all parties, for which Plaintiff
now seeks preliminary approval.

9 14. Class Counsel represent that they have conducted a thorough investigation into the
10 facts of this case and have diligently pursued an investigation of the Class Members' claims
11 against Defendants, including research of the applicable law and the potential defenses and
12 review of relevant documents including Defendants' time records and policy documents, and
13 average hourly rate of nonexempt employees.

14 15. Plaintiff and Class Counsel concluded, after taking into account the sharply disputed
15 factual and legal issues involved in this action, the risks attending further prosecution, and the
16 benefits to be received pursuant to the compromise and settlement of the action as set forth in
17 this agreement, that settlement on the terms set forth herein is in the best interest of the
representative Plaintiff and the Class Members and is fair and reasonable.

18 16. Defendants have concluded that there are benefits associated with settling this action.
19 Defendants have denied, and continue to deny, each of the claims and contentions in this action.
20 After taking into account the sharply disputed factual and legal issues involved in the action, the
21 expense and burden of protracted litigation, and the desire to put the controversy to rest,
22 Defendants believe that settlement on the terms set forth in this agreement is in their best
23 interests and is fair and reasonable.

24 THE SETTLEMENT IS FAIR. JUST AND REASONABLE

25 17. To assist the Court with determining if the proposed settlement is within a range that is
26 fair, reasonable, and adequate, Plaintiff's counsel analyzed the value of pleaded class allegations.
27 As stated above, the settlement was reached only after exchanging discovery prior to mediation
and conducting legal analyses of both Plaintiff and Defendant's theories.

28 18. Meal Break Violations: Plaintiff alleged that meal periods were late or not
issued at all and that the meal periods were often cut short, and not the required 30 minutes.
Analysis of some eight thousand eight hundred thirty four (8,834) time sheets demonstrated

1 numerous instances of late meal breaks (meal breaks which occurred after the first 5 hours of
2 work), shifts in excess of 6 hours when employees did not receive a meal break, and numerous
3 instances where meal breaks were less than the required 30 minutes.

4 19. Defendant claimed that company policies provided for proper meal breaks so if an
5 employee took it late or failed to take a meal break, it was their choice and they had waived their
6 right to take either a timely meal or a meal break at all. Defendant claimed that plaintiff (and
7 others) had signed a meal waiver form, waiving their meal period for work days lasting six (6)
8 hours or less. Defendant claimed that it took an active role to ensure compliance with its meal
9 and rest period policy, and was not aware of any systemic issues or problems surrounding meal
10 and rest periods for its Car Washer/Detailer employees. Defendant claimed that plaintiff Mata
11 Cruz, like her co-workers, had been instructed to clock out for a 30-minute meal period for every
12 shift that was more than 5 hours long, throughout the entire Class Period. Defendant claimed that
13 its supervisors and managers did not interrupt meal or rest periods, Defendant claimed that its
14 employees were always provided the opportunity to take meal periods, consistent with state law
15 and defendant's policy. Defendant argued that it had a policy of paying employees meal break
16 premium wages if an employee could not take a break due to reasons which were not the
17 employees' choice.

18 20. Rest Break Violations: Plaintiff alleged that defendant failed to authorize and permit Cruz
19 and her co-workers to take rest periods in the middle of four hours of work or major fraction
20 thereof, and failed to pay missed-period premiums owed.

21 Plaintiff alleged that when Plaintiff and other California based non-exempt hourly employees did
22 not receive a rest break, there was no policy or procedure in place where Plaintiff or the other
23 Class Members would receive a rest break premium pay.

24 21. Defendant claimed it has written policies that accurately inform employees of their rest
25 period rights under California law and that all employees, including Cruz, have signed
26 acknowledgement forms upon receipt and review of the handbooks. Defendant claimed that, as
27 with the other Car Washer/Detailer employees, Cruz was instructed to take a 10-minute off-duty
28 paid rest period for every four hours or major fraction thereof worked at the middle of each four
hour portion of her shift; that she was responsible for monitoring and taking her own rest
periods, and could choose when to take them; and that to the extent there were instances where a
rest period was not taken by Cruz or others on a timely basis, such a decision would have been
made by their own initiative and discretion.

22. Plaintiff calculated the total potential damages as follows:

1 A. Damages for Labor Code Violations

2 Defendants produced 8,834 timesheets. Each timesheet represents one work week per
3 employee, showing the times that employees clocked in and out during that work week.

4 Plaintiff's analysis of damages was based on the following, which were derived from the
5 timesheets:

- 6 • Average hourly rate: \$13.50/hour.
- 7 • Average number of meal period violations per work week: 1.76

8 1. Meal Period Violations:

9 Total Premium Pay for Meal Period Violations = \$209,895.84, calculated as follows:

10 (Total Work Weeks over Four Year Period) x (Average Hourly Rate) x (Average Number
of Meal Break Violations/Week) = 8,834 Workweeks x \$13.50/Hour x 1.76 = \$209,895.44.

11 2. Rest Period Violations

12 Total Premium Pay for Rest Period Violations = \$477,036 calculated as follows:

13 (Total Work Weeks over Four Year Period) x (Average Hourly Rate) x (Average Number
14 of Rest Break Violations/Week) = 8,834 Work Weeks x \$13.50/Hour x 4 = \$477,036.00.

15 4. Wage Statement Violations

16 Wage Statement Violations = \$89,250, calculated as follows:

17 (Number of Current Employees 35 employees x \$50/initial violation) + (\$100/subsequent
violation x 35 employees x 25 pay periods) = \$89,250.00.

18 B. PAGA Penalties

19 RTSF states that it has 35 current employees and RTSF's wage statement information
20 indicates employees were issued 26 wage statements during the PAGA period. Total PAGA
21 penalties are \$273,000.00, calculated as follows:

22 failure to provide accurate wage statements:

23 26 wage statements x \$100 per violation x 35 employees = \$91,000.00

24 failure to provide premium pay for meal period and rest period violations:

25 26 wage statements x \$100 per violation x 35 employees = \$91,000.00

26 failure to provide a meal period:

27 26 wage statements x \$50 per violation x 35 employees = \$45,500.00

28 failure to provide a rest period:

26 wage statements x \$50 per violation x 35 employees = \$45,500.00

Because the PAGA claims were derivative, they were subject to the defenses to the
claims alleged above.

23. In addition, Defendant also argued that Plaintiff could not demonstrate that the Defendant knowingly and intentionally provided employees with inaccurate wage statements.

24. As such, Defendant's maximum potential exposure including PAGA would be approximately \$1,049,181.84. The case settled for \$437,800.00, which is approximately 42% of the potential recovery not including PAGA in this matter. However, if Plaintiff continued litigating this matter, Class Members potentially could have received nothing if the Court had agreed with Defendants' positions especially in light of the volatility of this area of law and the aforementioned defenses. As such, Plaintiffs decision to settle this matter was in the best interest of the Class Members. The Class Settlement Amount is reasonable in light of the risks involved in this case including the prospect of a potential adverse summary adjudication ruling, certification ruling, defenses to the case. potential appeal, and elements of willfulness and/or injury required for certain penalties.

25. Plaintiffs' Counsel is convinced that the proposed settlement is in the best interest of the class based on the negotiations and a detailed knowledge of the issues present in this action. The length and risks associated with a potential motion for summary judgment/adjudication, trial, and other normal perils of litigation that may have impacted the value of the claims and were all weighed in reaching the proposed settlement. In addition, the affirmative defenses asserted by Defendant, the prospect of a potential adverse summary adjudication ruling, uncertainty on certification issues, the difficulties of complex litigation, the lengthy process of establishing specific damages and various possible delays and appeals, were also carefully considered by Class Counsel in agreeing to the proposed settlement. In light of the above. the proposed Settlement is well within the "ballpark" of reasonableness and should be granted preliminary approval.

26. The proposed settlement results in substantial benefits to the class. The Class Action Claims Administrator received 107 names of employees who worked 11,294 pay periods during the class period from March 23, 2018 to September 11, 2023, and 5,253 weeks during the PAGA period from December 29, 2020 to September 11, 2023. This resulted in a pay period value of \$21.57 for class members, and \$.95 for PAGA payments. After factoring into account attorneys' fees and costs, the settlement would result in an approximate payment of \$2,320.93 per Class Member. Considering the risk and uncertainty of prevailing at class certification and at trial, this is an excellent result for Class Members. Because of the proposed settlement, Class Members will receive timely payment and avoid the risk of an unfavorable judgment.

1 27. If the Court were to approve the estimated requested amounts for attorneys' fees and
2 costs, LWDA payment, service award, and administrator costs as set forth above, Plaintiff
3 estimates that class members will receive an average payment of approximately \$2,320.93,
4 which is inclusive of attorneys' fees, costs, and payments to the LWDA for PAGA claims,
5 pursuant to the Memorandum of Settlement. This is a fair and reasonable result. Based on the
6 nature of wage and hour cases, the actual unpaid amounts of wages are relatively small for each
7 individual class member. The settlement which will allow the employees, many of them current
8 employees, to receive a portion of their unpaid wages without risk of retaliation or having to file
9 their own action, find an attorney, participate in the action, or incur the risk of costs if the action
is unsuccessful.

10 28. My hourly rate in this action is \$600.00, which is based on my 24 years of experience as
11 an attorney and is reflective of the market rate for attorneys of similar experience and skill level
12 in the San Francisco Bay Area. In *Halal v. The Hospital Committee for the Livermore-*
13 *Pleasanton Area*, Superior Court of California, County of Alameda, Case Number RG15757616,
14 I was awarded an hourly rate of \$450.00/hour in 2016. Since then, I have increased my hourly
15 rate to \$600.00, which is based on my experience practicing employment law in the San
16 Francisco Bay Area, my discussions with colleagues practicing employment law regarding fee
17 awards, and my knowledge of verdicts and fee awards in employment cases, and reflective of the
18 hourly rates charged by attorneys and approved by courts for those at my level of experience
19 who specialize in representing employees in the San Francisco Bay Area in class action and
PAGA litigation.

20 29. In this action, I have billed 161.0 hours, and anticipate billing an additional 8 hours
21 through Final Approval of Settlement.

22 30. Class counsel has requested \$145,933.00 in attorneys fees, which represents one-third
23 (1/3) of the total settlement amount. Class counsels' request for one-third of the common fund is
24 in the mid-range of fee awards which commonly range from 20-50% and fair compensation for
25 undertaking complex, risky, time-consuming litigation on a contingent basis, and for the results
26 achieved. California state and federal courts have approved requests equal to or greater than the
amount sought here:

27 **California Cases:**

28 *Marroquin v. Bed Bath & Beyond*, No. RG04145918 (Alameda County Super. Ct. June 22, 2004)
(in a wage and hour class action, 33.3%); *Olivera v. C & B Delivery*, Alameda County Super. Ct.
September 15, 2021 (, RG20062287 (in a wage and hour class action, 33.3%); *Nijmeh v. Bon*

1 *Appetit*, Santa Clara County Superior Court, Case No. 16CV294127 (Hon. Thomas E. Kuhnle –
2 approving attorneys’ fees of 33-1/3% of \$1,350,000 in a pre-certification wage and hour class
3 action); *Hanson v. Leisure Sports, Inc.*, Contra Costa County Superior Court, Case No. MSC17-
4 00078 (Hon. Edward G. Weil – approving attorneys’ fees of 33-1/3% of \$600,000 in a pre-
5 certification wage and hour class action); *Lopez, et al. v. Pacific Gas and Electric Company.*, San
6 Francisco County Superior Court, Case No. CGC-17-562970 (Hon. Richard B. Ulmer, Jr. –
7 attorneys’ fees of 33-1/3% of \$350,000 settlement in Class and Representative action).

8 **Federal cases:** *Wren v. RGIS Inventory Specialists*, No. C-06-05778 JCS, 2011 WL
9 1230826, at *28 (N.D. Cal. April 1, 2011) (approving fee that amounted to 42% of common
10 fund in wage and hour class action); *Vasquez v. Coast Valley Roofing*, 266 F.R.D. 482, 491-93
11 (wage-and-hour action putative class-action settlement where court approved award of
12 attorneys’ fees in the amount of 33.3% of the common fund); ; *In re Heritage Bond*, 2005 WL
13 1594389, at *20 (C.D. Cal. June 10, 2005) (award of attorneys’ fees of one-third of \$27,783,000-
14 the Settlement Fund is fair and reasonable); *Fernandez v. Victoria Secret Stores, LLC*, No. CV
15 06-04149 MMM (SHx), 2008 WL 8150856, at *16 (C.D. Cal. July 21, 2008) (awarding 34% in
16 fees of common fund); *Martin v. FedEx Ground Package Sys., Inc.*, No. C06-6883 VRW, 2008
17 WL 5478576, at *8 (N.D. Cal. Dec. 31, 2008) (truck driver meal break class action where the
18 court approved attorneys’ fees of 1/3 of common fund); *Singer v. Becton Dickinson & Co.*, No.
19 08-CV-821-IEG (BLM), 2010 WL 2196104, at *8 (S.D. Cal. Jun. 1, 2010) (noting that an award
20 of 33.33% of common fund for wage and hour class action settlement “falls within the typical
21 range of 20% to 50% awarded in similar cases”).

22 31. If this were non-representative litigation, my customary fee would be a contingent
23 percentage basis of 40% of the recovery. Class Counsel’s fee request is in line with, if not lower
24 than, awards in similar cases I have handled in non-representative litigation. This also supports
25 the request.

26 32. Unlike Defense counsel, who are regularly paid a fair-market hourly rate, Class
27 Counsel received no compensation, and no reimbursement of expenses, since the inception of the
28 case. To date, Class Counsel has received no remuneration on this case from any source. The
contingent representation, and risks of the litigation, warrant approval of the fee
request.

33. Class Counsels’ hourly rates are also in line, and in fact significantly lower than the
Department of Justice’s *Laffey Matrix*. The *Laffey Matrix* would call for an increase in Class

1 Counsels' hourly rate. Attached is a true and correct copy of the Matrix, attached herein as
2 **Exhibit 1**, and is accessible online at <http://www.laffeymatrix.com/see.html>

3 34. Attached herein as **Exhibit 2** is a true and correct copy of my time records for this case.

4 35. Attached herein as **Exhibit 3** is a true and correct summary of my costs incurred on this
5 case.

6 36. On the same date this motion and its supporting documents and exhibits are filed
7 with the Court, they will be served upon Defendant and provided to the LWDA via the
8 LWDA's website, using the appropriate intake form.

9 37. Class Counsel believes that the \$20,000 PAGA allocation represents a meaningful
10 settlement aimed at deterring non-compliance. (See *Davis v. Cox Communications California,*
11 *LLC* (S.D. Cal. 2017) 2017 WL 1496407, * 1 [preliminarily approving \$4,000 PAGA allocation
12 in \$275,000 settlement]; *Jack v. Hartford Fire Insurance Co.* (S.D. Cal. 2011) 2011 WL
13 4899942, * 6 [approving \$3,000 PAGA allocation in \$1,200,000 settlement]; *Hopson v.*
14 *Hanesbrands Inc.* (N.D. Cal. 2009) 2009 WL 928133, * 9 [approving \$1,500 LWDA allocation
in \$ 408,420.32 settlement].)

15 I declare under penalty of perjury under the laws of California that the foregoing is true and
16 correct. Executed this 2nd day of January 2024, at San Francisco, California.

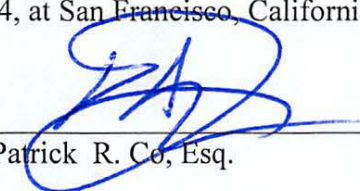
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Patrick R. Co, Esq.

EXHIBIT 1

LAFFEY MATRIX

[History](#)
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			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
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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)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 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 $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 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 2

MATA CRUZ v. SUPERSTATION, et al.
TIME SHEET FOR PATRICK R. CO, ESQ.

DATE	ACTIVITY	TIME
11/6/2021	online research re defendants	0.4
12/12/2021	research re current state of law wage and hour violations	2.7
12/27/2021	thought and analysis re facts, law, strategy in prep for drafting lwda notice	0.7
12/27/2021	Begin Drafting lwda notice	1.7
12/28/2021	Cont drafting lwda notice	1.1
12/29/2021	final drafting/review/proof of lwda notice	1.3
12/29/2021	submit lwda notice	0.1
12/29/2021	Receipt and Review email fr lwda	0.1
1/6/2022	Research discovery strategies for class action litigation	1.3
3/4/2022	review draft complaint	0.7
3/11/2022	review wage orders re complaint	0.4
3/10/2022	review further draft complaint	0.2
3/11/2022	review final draft complaint	0.1
3/28/2022	Receipt and review of conformed complaint, summons, not. cmc	0.1
3/30/2022	review court rules re complex lit	0.6
3/31/2022	receipt review of proof of service defendants	0.1
3/31/2022	tel call Mr. Velez re service on def re counsel for def	0.3
3/31/2022	prep of corr to Yen Chau, Esq. re service on def/her clients	0.2
3/31/2022	receipt review of corr fr Yen Chau Esq.	0.1
4/2/2022	receipt invoice frm process server	0.1
4/4/2022	receipt review corr fr Yen Chau Esq. re service on D	0.1
4/4/2022	prep of corr to Yen Chau, Esq. re service on def/her clients	0.1
4/9/2022	tel call Mr. Velez re counsel for D; strategy	0.2
4/9/2022	review corr to plf Mata Cruz	0.1
4/11/2022	prep corr to Mr. Velez re court rules complex lit	0.1
4/27/2022	receipt and review of corr fr def counsel Melanie Kim Esq.	0.1
4/27/2022	tel call Mr. Velez re strategy	0.3
4/27/2022	prep corr to Melanie Kim Esq.	0.2
4/27/2022	receipt review corr fr Melanie Kim Esq.	0.1
4/27/2022	review file re pleadings, correspondence in prep for conf call w def counsel re cas	0.3
4/27/2022	conf call w counsel for def	0.2
4/28/2022	receipt review corr fr Melanie Kim Esq.	0.1
4/28/2022	tel call w Mr. Velez re strategy	0.1
4/28/2022	prep corr to Melanie Kim Esq.	0.1
4/28/2022	receipt review of corr fr def counsel Jonathan Wong, Esq.	0.1
4/28/2022	prep corr to Jonathan Wong Esq.	0.1
5/31/2022	receipt review proof of service re def Raymond Yu	0.1
6/9/2022	tel call w Mr. Velez re strategy	0.3
6/9/2022	receipt review corr to Jonathan Wong Esq. meet and confer re cmc	0.1
6/13/2022	receipt and review corr fr Melanie Kim, Esq.	0.1
6/13/2022	prep corr to Melanie Kim Esq.	0.1
6/16/2022	receipt review corr fr Melanie Kim Esq.	0.1
6/17/2022	prep corr to Melanie Kim Esq.	0.1
6/17/2022	receipt review def cmc stmt	0.2
6/20/2022	receipt review corr fr Melanie Kim Esq.	0.1

MATA CRUZ v. SUPERSTATION, et al.
TIME SHEET FOR PATRICK R. CO, ESQ.

6/20/2022	conf call w counsel for def	0.3
6/20/2022	tel call w Mr. Velez re strategy	0.4
6/20/2022	review file re pleadings, correspondence in prep for drft meet and confer letter	0.6
6/20/2022	prep of meet and confer letter to def counsel re discovery	0.4
6/20/2022	receipt review of corr fr Jonathan Wong Esq re meet and confer joint stmt	0.2
6/20/2022	receipt review of proposed JT stmt re cmc	0.3
6/21/2022	receipt review re notice from def counsel re cmc	0.1
6/22/2022	receipt review of jt supp cmc stmt fr Jonathan Wong, Esq.	0.1
6/22/2022	prep corr to Mr. Velez re disco strategy in prep for cmc	0.1
6/22/2022	prep of further corr to Mr. Velez re disco plan	0.1
6/22/2022	receipt review of notice re jury fees posted	0.1
6/28/2022	review and analysis of file re pleadings/corr in prep for drafting disco	0.9
6/29/2022	begin prep of disco to defendants	0.6
7/1/2022	cont prep of disco to defendants	0.8
7/6/2022	research re current law re class notice	0.6
7/12/2022	receipt review def answer	0.7
7/17/2022	confer w Mr. Velez re discovery	0.2
7/20/2022	tel call w Mr. Velez re disco	0.2
7/20/2022	prep corr to Jonathan Wong Esq. meet and confer re disco	0.1
7/20/2022	receipt review corr fr Melanie Kim Esq.	0.2
7/20/2022	prep corr to Melanie Kim Esq.	0.1
7/22/2022	review file re pldings, corr, disco in prep for conf call w counsel for def	0.9
7/22/2022	conf call w counsel for def	0.3
8/9/2022	receipt, rev, analysis of def obj resp to rpd 1	0.5
8/9/2022	receipt, rev, analysis of def obj resp to frogs 1 (gen/empl)	0.4
8/9/2022	receipt, rev, analysis of def priv log	0.1
8/9/2022	begin review and analysis of def doc production bates 1-349	2.2
8/10/2022	contd review and analysis of def prod bates 1-349	1.8
8/10/2022	review file re pleadings/corr in prep for drafting bel aire not	0.4
8/10/2022	begin prep of be aire not/sp. Translation	1.1
8/10/2022	prep of corr to Mr. Velez re strategy	0.1
8/17/2022	tell call w Melanie Kim, Esq. re: meet and confer re disco	0.1
8/17/2022	receipt review of corr fr Melanie Kim, Esq.	0.1
8/18/2022	receipt, review, analysis of def supp resp. rpd 1	0.6
8/18/2022	receipt, review, analysis of def supp resp. frogs 1	0.3
8/18/2022	receipt, review, analysis of def bates 350-374	0.9
8/22/2022	review corr to plf Mata Cruz	0.1
9/2/2022	receipt review analysis of def resp to spcl rogs 1	0.4
9/2/2022	receipt review analysis of def resp obj to rpd 2	0.6
9/2/2022	receipt review analysis of def priv log	0.1
9/2/2022	begin review and analysis of def doc production bates 374-9208	2.6
9/5/2022	contd review and analysis of def prod bates 374-9208	4.2
9/6/2022	contd review and analysis of def prod bates 374-9208	3.3
9/7/2022	contd review and analysis of def prod bates 374-9208	1.3
9/13/2022	contd prep draft review of bel aire notice	0.4
9/13/2022	corr to Mr. Velez re bel aire notice	0.1
9/13/2022	receipt and review of corr fr Mr. Velez re disco	0.1

MATA CRUZ v. SUPERSTATION, et al.
TIME SHEET FOR PATRICK R. CO, ESQ.

9/13/2022	prep of corr to Mr. Velez re: disco	0.1
9/19/2022	contd prep of bel aire notice re spanish version	0.3
9/19/2022	prep of corr to Mr. Velez re: notice	0.1
9/19/2022	receipt review of further revision of bel aire notice fr Mr. Velez	0.4
9/19/2022	thought and analysis re disco re meet and confer spcl rogs 1	0.3
9/21/2022	contd review and analysis of def prod bates 374-9208	4.1
9/21/2022	prep of corr to Mr. Velez re discovery	0.1
9/22/2022	final prep of bel aire notice	0.3
9/22/2022	review and analysis of file re pleadings/disco/corr in prep for meet and confer	1.3
9/22/2022	prep of meet and confer letter to def counsel re discovery	0.9
9/26/2022	contd review and analysis of def prod bates 374-9208	3.1
9/27/2022	contd review and analysis of def prod bates 374-9208	5.9
9/28/2022	contd review and analysis of def prod bates 374-9208	4.4
10/4/2022	review and analysis of file re: discovery/corr in prep for draft meet and confer	0.7
10/4/2022	prep of meet and confer letter to def counsel re discovery/notice	0.4
10/4/2022	receipt and review of corr fr def counsel Jonathan Wong, Esq.	0.1
10/4/2022	receipt and review of further corr fr def counsel Jonathan Wong, Esq.	0.1
10/5/2022	confer w Mr. Velez re further discovery to defs	0.6
10/5/2022	receipt and review of corr fr Jonathan Wong Esq re meet and confer	0.1
10/5/2022	further prep of rpd 3, srogs2 to defs	0.7
10/5/2022	review and analysis of file re corr/disco in prep for drafting meet and confer	0.5
10/5/2022	prep of corr to def counsel Jonathan Wong, Esq. meet and and confer	0.2
10/6/2022	lengthy tel call w Mr. Velez in prep for conf call with def counsel Wong	0.8
10/6/2022	conf call w counsel re meet and confer re discovery/mediation	0.4
10/13/2022	length tel call w Mr. Velez re strategy re disco and mediation	0.7
10/13/2022	corr to Jonathan Wong, Esq re mediation	0.1
10/13/2022	receipt and review of corr fr Jonathan Wong, Esq. re mediation	0.1
10/14/2022	contd review of voluminous employee records bates 374-9208	6.8
10/14/2022	receipt and review of corr fr Melanie Kim, Esq. re mediation	0.1
10/14/2022	corr to Mr. Velez re mediation	0.1
10/21/2022	contd review and analysis of employee files bates 374-9208 re class damages	3.7
10/21/2022	review file in prep for corr to jams re mediation	0.4
10/21/2022	corr to jams Diamond Lewis re mediation	0.3
10/24/2022	receipt review of corr fr jams re mediation	0.2
10/26/2022	receipt and review of corr fr jams re mediation	0.4
10/27/2022	receipt and review of corr fr jams re mediation	0.1
10/29/2022	review jams agreement re mediation	0.2
10/31/2022	receipt and review of corr fr jams re mediation	0.1
11/2/2022	review file re pleadings, discov, corr re draft jt cmc stmt	0.7
11/2/2022	review/draft jt cmc stmt	0.2
11/3/2022	contd review and analysis of employee files bates 374-9208 re class damages	4.5
11/6/2022	research re defs financial condition in prep for mediation	0.6
11/7/2022	receipt review of corr fr Melanie Kim, Esq. re discovery	0.1
11/7/2022	prep corr to Melanie Kim Esq.	0.1
11/11/2023	receipt review of corr fr Melanie Kim Esq. re draft cmc stmt	0.2
11/11/2022	contd review and analysis of employee files bates 374-9208 re class damages	3.3
11/15/2022	receipt, review, analysis of def resp/obj to srogs2	1.3

MATA CRUZ v. SUPERSTATION, et al.
TIME SHEET FOR PATRICK R. CO, ESQ.

11/15/2022	receipt, review, analysis of def resp/obj to rpd3	0.2
11/15/2022	receipt review analysis of priv log	0.2
11/15/2022	receipt,review analysis of prod of doc bates 9209-9232	2.4
11/16/2022	contd review and analysis of employee files bates 374-9208 re class damages	2.8
11/17/2022	receipt review corr fr jams	0.1
11/17/2022	receipt review of corr fr Jonathan Wong Esq	0.1
11/17/2022	contd review and analysis of employee files bates 374-9208 re class damages	3.5
11/18/2022	contd review and analysis of employee files bates 374-9208 re class damages	2.1
11/19/2022	review file re pleadings/research in prep of plfs mediation brief	2.1
11/19/2022	begin prep of med brief	1.7
12/1/2022	tel call w Mr. Velez re: pre med conf	0.3
12/1/2022	conf call w mediator re pre med conf	0.3
12/6/2022	further drafting med brief re damages	3.1
12/12/2022	research re premium pay/meal/rest breaks in prep for med	1.4
12/13/2022	contd prep of med brief re damages; contd research re penalties/damages	2.7
12/14/2022	contd prep of mediation brief; exhibits final prep	2.2
12/14/2022	contd research re max damages/penalties; in prep for mediation	1.5
12/16/2022	receipt, review analysis of def med brief	2.9
12/19/2022	prep of additional exhibits for mediation; prep corr to mediator	2.7
12/19/2022	review file re pleadings, corr, discovery, in prep for mediation	2.2
12/20/2022	contd prep for mediation brief re review briefs, arguments, counterarguments	4.9
12/21/2022	attend mediation w/ mediator Michael Loeb, Esq.	10.1
12/22/2022	corr to Karin Peternel re class action claims administration	0.1
12/22/2022	receipt review of corr fr Karin Peternel	0.1
12/27/2022	prep of corr to Karin Peternel re settlement details	0.4
1/4/2023	prep of documents and corr to Karin Peternel re settlement detail	0.4
2/23/2023	prep of class notice re settlement	1.5
4/4/2023	Preparation of declaration in support of motion for prelim appvl settlement	1.3
4/19/2023	review opt out form; translation to spanish	0.3
4/20/2023	review long form settlement	0.7
5/5/2023	review mediation notes; review moa, re: joint stipulation of settlement	1.7
5/9/2023	receipt review of further revisions to joint stipulation fr Melanie Kim, Esq.	0.4
5/23/2023	receipt review re finalized joint stipulation of settlement fr Melanie Kim, Esq.	0.7
6/10/2023	receipt review of signed joint stipulation re settlement by plaintiff	0.1
8/1/2023	review file re pleadings, corr, settlement docs; in prep for motion prelim settmnt	2.7
8/2/2023	receipt,review analysis of tentative ruling re mot for prelim apprvl settlement	0.9
8/3/2023	Prep of notice of settlement to lwda decl	0.3
8/7/2023	receipt review of corr fr J. Wong, Esq re changes to prop order	0.4
8/15/2023	prep corr to def counsel re proposed order prelim. Apprvl settlement	0.1
8/15/2023	receipt review of corr from Melanie Kim, Esq. re: proposed order	0.1
8/22/2023	prep corr to Karin Peternel re status of class admin	0.1
9/10/2023	receipt review of signed order re prelim approval class settlement	0.1
9/29/2023	prep corr to Karin Peternel re further documents for admin of class settlement	0.1
10/3/2023	receipt review of corr fr Karin Peternel re clarify settlement terms	0.4
10/4/2023	prep corr to def counsel re clarification of settlement terms re taxes	0.2
10/9/2023	receipt review of corr fr Karin Peternel re clarify settlement terms	0.4
10/16/2023	receipt review of corr fr Karin Peternel re update re admin of settlement	0.1

MATA CRUZ v. SUPERSTATION, et al.
TIME SHEET FOR PATRICK R. CO, ESQ.

10/18/2023	receipt review of corr fr Karin Peternel re update re paga share	0.1
10/18/2023	tel call Mr. Velez re: need for stipulation to cont hearing	0.3
10/18/2023	receipt review of corr fr J. Wong, Esq. re stipulation to cont hearing	0.1
10/24/2023	receipt review of corr fr Karin Peternel re update status of admn class sttlmnt	0.1
11/7/2023	receipt review of corr fr Karin Peternel re update re employee notices	0.1
12/22/2023	reeipt review of corr fr Karin Peternel re declaration mailing	0.2
12/27/2023	begin prep dec re final approval of settlement	1.3
		161.4

EXHIBIT 3

Filing Activity by Payment Account Report

For Account: The Co Law Firm, A Professional Corporation
 Account Id: 112328
 Court: Contra Costa Civil - Martinez
 Case: MSC22-00538
 Title: CRUZ VS. RTSF PETRO VENTURES, INC.
 Date Range Type: ALL
 Listing As Of: 12/19/2023

Filings for The Co Law Firm: Visa

Filing Id	Envelope No.	Court	Attorney	Accepted Date	Submitted Date	Case Number	Lead Document Name	Cardtype - Last Four	Client No.	Charge 1	Charge 2
<u>8251629</u>	12209475	Contra Costa Civil - Martinez	Patrick R Co Esq.	06/13/2023	06/12/2023	MSC22-00538	NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF	VISA -	0200-03184	60.00	20.61
<u>8530593</u>	12672396	Contra Costa Civil - Martinez	Patrick R Co Esq.	08/07/2023	08/04/2023	MSC22-00538	Declaration Of Patrick R. Co in Support of Motion for Preliminary Approval of Settlement	VISA -	0200-03184	0.00	18.96
<u>8971723</u>	13363804	Contra Costa Civil - Martinez	Patrick R Co Esq.	10/23/2023	10/20/2023	MSC22-00538	Stipulation & Order	VISA -	0200-03184	20.00	19.51
SubTotal										80.00	59.08

Filings for AMAZON PRIME VISA: Visa

Filing Id	Envelope No.	Court	Attorney	Accepted Date	Submitted Date	Case Number	Lead Document Name	Cardtype - Last Four	Client No.	Charge 1	Charge 2
<u>7670004</u>	11201465	Contra Costa Civil - Martinez	Patrick R Co Esq.	02/28/2023	02/15/2023	MSC22-00538	Notice of Change of Firm Name	VISA -	0200-03184	0.00	18.96

Filing Id	Envelope No.	Court	Attorney	Accepted Date	Submitted Date	Case Number	Lead Document Name	Cardtype - Last Four	Client No.	Charge 1	Charge 2
SubTotal										0.00	18.96
Total:										80.00	78.04

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COURTCALL ID: 11542398
CASE NUMBER/NAME: MSC2200538 / Mata Cruz v. RTSF PETRO VENTURES INC.
CUSTOMER REF. NUMBER:
PROCEEDING: Case Management Conference
DATE OF HEARING: Wednesday, June 22nd, 2022 at 8:30 AM PT
FIRM NAME: The Co Law Firm
ATTORNEY/PARTY APPEARING: Patrick R. Co
TELEPHONE: (415) 426-3553
FAX/EMAIL: (415) 477-4032
BASIC FEE/LATE FEE: \$94.00
AMOUNT PAID: \$94.00
PAYMENT NOW DUE: \$0.00

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Method	Type	Amount	Reference	Date/Time
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CUSTOMER REF. NUMBER:
PROCEEDING: Case Management Conference
DATE OF HEARING: Wednesday, June 22nd, 2022 at 8:30 AM PT
FIRM NAME: The Co Law Firm
ATTORNEY/PARTY APPEARING: Patrick R. Co
TELEPHONE: (415) 426-3553



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INVOICE# 11341960.100**DATE** Mar 30, 2022**ACCOUNT#** 108919**ATTENTION** pco@colawfirmsf.com**REFERENCE#** 0200-03184**AMOUNT DUE** **\$ 68.50****CASE #** C22-00538**CASE TITLE** SOCORRO MATA CRUZ ON BEHALF OF HERSELF AND ON BEHALF OF ALL PERSONS SIMILARLY SITUATED, ET AL v.
RTSF PETRO VENTURES, INC., DOING BUSINESS AS SUPERSTATION CAR WASH, ET AL**COURT** CA Superior of Contra Costa Co at Wakefield Taylor Courthouse**SERVICES PERFORMED**

DESCRIPTION	NOTE	AMOUNT
Effect Service of Process		
Service of Process	Subject: RTSF PETRO VENTURES, INC., DOING BUSINESS AS SUPERSTATION CAR WASH Address: 1999 Harrison Street 26th Floor, Oakland, CA 94612 Result: Served Date Served: 03/30/2022 Photo: Yes	68.50
SUBTOTAL		\$ 68.50
SALES TAX		\$ 0.00
AMOUNT DUE		\$ 68.50



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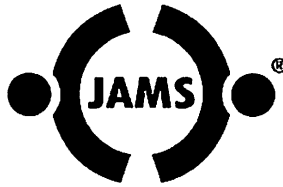
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INVOICE# 11351361.100**DATE** Mar 31, 2022**ACCOUNT#** 108919**ATTENTION** pco@colawfirmsf.com**REFERENCE#** 0200-03184**AMOUNT DUE** **\$ 68.50****CASE #** C22-00538**CASE TITLE** SOCORRO MATA CRUZ ON BEHALF OF HERSELF, ET AL. v. RTSF PETRO VENTURES, INC., DOING BUSINESS AS SUPERSTATION CAR WASH, ET AL.**COURT** CA Superior of Contra Costa Co at Wakefield Taylor Courthouse**SERVICES PERFORMED**

DESCRIPTION	NOTE	AMOUNT
Effect Service of Process		
Service of Process	Subject: Raymond Yu, an individual Address: 48918 Crown Ridge Cmn, Fremont, CA 94539 Result: Not Served	68.50
Prepare Suit		
24 Hour Locate	Subject: Raymond Yu, an individual Date: 03/30/2022 # of Addresses found: 15	0.00
SUBTOTAL		\$ 68.50
SALES TAX		\$ 0.00
AMOUNT DUE		\$ 68.50

STATEMENT



Date
12/01/2022 through 12/31/2022

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RE: Cruz, Mata vs. RTSF Petro Ventures, Inc., et al.
Representing: Mata Cruz

Neutral(s): Michael Loeb, Esq.
Hearing Type: MEDIATION

Date / Time	Description	Hours	Rate/Hr.	Total Billed	Parties Billed	Your Share
			Balance Forward:			(\$7,500.00)
12/21/22 9:30 AM	Michael J Loeb Esq. Session Time	8.00		\$15,000.00	2	\$7,500.00
			Fees:			\$7,500.00
			Total:			\$7,500.00

Payment Activity: (none)

Balance on Account: 0

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Date: Wednesday, December 29, 2021 2:32:35 PM

12/29/2021

LWDA Case No. LWDA-CM-860147-21
Law Firm : The Co Law Firm
Plaintiff Name : Socorro Mata Cruz
Employer: RTSF Petro Ventures, Inc., dba SuperStation Car Wash
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