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Attorneys for Plaintiff, JONATHAN ELIAS,
on behalf of himself and all others similarly situated,

Additional Plaintiffs' Counsel on Next Page

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

JONATHAN ELIAS, on behalf of himself
and all other similarly situated aggrieved
employees,

Plaintiffs,

v.

TMONE, LLC d/b/a "Mass Markets, Inc.," a
Delaware limited liability company;
MARLOWE COMPANIES INC. also
known as "MCI" d/b/a "Mass Markets,
Inc.," a California entity, form unknown;
and DOES 1 to 10, inclusive,

Defendants.

CLASS ACTION

Case No.: 37-2022-00032324-CU-OE-CTL

**DECLARATION OF KEVIN T. BARNES
IN SUPPORT OF FINAL APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

Final Approval Hearing:

Date: January 17, 2025

Time: 8:30 a.m.

Dept: C-74

Honorable Blaine K. Bowman
Department C-74

Action filed: August 12, 2022

Trial Date: None Set

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Additional Counsel for Plaintiffs:

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Attorneys for Plaintiff GRACIE RODRIGUEZ, on
behalf of herself and all others similarly situated

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DECLARATION OF KEVIN T. BARNES

I, Kevin T. Barnes, declare:

1. I am an attorney duly licensed to practice law in the State of California and am the principal attorney at The Law Offices of Kevin T. Barnes and am co-counsel for Plaintiff Elias in this Class Action. I have personal knowledge of the matters set forth herein and would and could testify thereto if called as a witness herein.

2. I graduated from the University of Colorado at Boulder in 1985 with a degree in Business Administration and Real Estate. I graduated from Loyola Law School of Los Angeles in 1988. I am currently the managing partner in The Law Offices of Kevin T. Barnes in Los Angeles. I am admitted to practice before the following Courts: United States Court of Appeal, Ninth Circuit; United States District Court- Northern, Central, and Eastern Districts of California; United States District Court- District of Colorado, United States District Court- Fourth Circuit; all of California State Courts; and the United States Supreme Court.

3. In 1997, I was one of the first attorneys in the State of California to represent a Plaintiff in a Class Action Wage and Hour case, specifically the case of Amezcuca, et. al. v. Trak Auto Corporation, Los Angeles County Superior Court Case No. BC183900 coordinated with Tett v. Trak Auto Corporation, Los Angeles County Superior Court Case No. BC186931. Since that time, my firm has been hired by many plaintiffs and law firms to serve as Class Counsel in such cases. Few, if any, attorneys in California are more experienced in Wage and Hour Class Action cases than my firm.

4. I have been invited on numerous occasions to speak on Class Action and Wage-and-Hour employment issues. I have spoken at seminars given by the Labor and Employment Section of the Los Angeles County Bar Association, various labor lawyer associations, mediator seminars and Nuts & Bolts seminars for new lawyers. I was selected as one of the Top 10 Plaintiff Labor and Employment Attorneys in 2008 by the Daily Journal, the Top 75 Labor and Employment Attorneys in 2017 by the Daily Journal and the Top 75 Labor and Employment Attorneys in 2018. I have been selected as a Southern California Super Lawyer from 2007-2024 in Employment and Labor. This recognition is a selection by my peers based upon ethics,

1 experience and reputation and represents the top 5% of our profession. I am also AV rated by
2 Martindale-Hubbell, the highest possible rating for a lawyer.

3 5. In 2008 I tried with Joseph Antonelli the case of Mutuc v. Huntington Memorial
4 Hospital, Case number BC288727. This is one of the few Wage and Hour Class Action cases
5 tried in the state of California. Judge William A. MacLaughlin Issued a Statement of Decision
6 awarding Plaintiffs' \$32.8 million which led to a \$60 million lump sum settlement. Also in 2008,
7 I tried another Wage and Hour Class Action entitled Solis v. Worldwide Network, Inc., et al.,
8 Orange County Superior Court Case no. 03CC00069, before Hon. Ronald L. Bauer, which
9 resulted in judgment in favor of Defendant Worldwide Network, Inc. I recently tried a third
10 Wage and Hour case in San Diego that is currently on appeal.

11 6. My firm has also been involved in numerous favorable appellate court decisions
12 which have been very important in Wage and Hour Class Action Law. These appellate decisions
13 include the following cases:

- 14 a. Huntington Memorial Hospital v. Superior Court (2005) 131 Cal.App.4th 893
15 (a landmark decision regarding the manner in which the regular rate must be
16 calculated and what is considered a "subterfuge" to avoid the correct payment
17 of the regular rate and overtime rate);
- 18 b. Tien v. Sup. Ct. (Tenet Healthcare) (2006) 139 Cal.App.4th 528 (protecting
19 the interest of putative Class Members in a Wage and Hour case who want
20 their identity protected);
- 21 c. Jaimez v. Daiohs USA, Inc. (2010) 181 Cal.App.4th 1286 (the criteria required
22 to certify pay stub claims, waiting time penalty claims, and meal and break
23 claims among other matters);
- 24 d. Williams v. Superior Court (Allstate) (2013) 221 Cal.App.4th 1353 (confirms
25 several important legal theories which support certification regarding common
26 questions);
- 27 e. Cochran v. Schwan's Home Service, Inc. (2014) 228 Cal.App.4th 1137 (one of
28 the first California cases to consider the California Supreme Court decision in

1 Duran v. U.S. National Bank Association (2014) 59 Cal.4th 1, holding that
2 Plaintiffs can use statistical sampling evidence to establish either liability or
3 damages in a Wage and Hour Class Action case. The Schwan's opinion is also
4 a seminal case regarding an employer's obligation to reimburse employees'
5 business expenses under California Labor Code §2802);

6 f. Laffitte v. Robert Half International Inc., (2014) 231 Cal.App.4th 860 (Review
7 granted and Opinion *superseded* by Laffitte v. Robert Half Intern., (2015) 342
8 P.3d 1232) (use of a common fund recovery for attorneys' fees in Class
9 Action cases). On May 27, 2016, I argued this case to the California Supreme
10 Court;

11 g. Vaquero v. Ashley Furniture Industries Inc., 824 F.3d 1150, 2016 WL
12 3190862 (9th Cir. June 8, 2016) (limits the impact of Wal-Mart v. Dukes,
13 (2011) 564 U S. 338 with respect to the issue of commonality, limits the
14 impact of Comcast v. Behrend, (2013) 133 S. Ct. 1426 with respect to
15 predominance and underscores the 9th Circuit rule that the need for
16 individualized finding with respect to damages does not defeat Class
17 Certification); and

18 h. Vaquero v. Ashley Furniture Industries Inc., (2017) 9 Cal.App.5th 98 (expands
19 the impact of Bluford v. Safeway Stores, Inc., (2013) 216 Cal.App.4th 864 to
20 commissioned employees for the first time; they must be separately
21 compensated for rest breaks).

22 7. Declarant is a very experienced Class Action Counsel, including specializing in
23 the area of Wage and Hour issues. Some of the Class Action and Wage and Hour Litigation on
24 which The Law Offices of Kevin T. Barnes has served as Lead and/or Class Counsel are as
25 follows: Cruz v. Suntory Water Group, Inc., Case No. BC243596; Joel v. Athlete's Foot Group,
26 Inc., Case No. BC 234231; Cardilino v. Perrier, Case No. BC 210181 and Holt v. Great Springs
27 Water, OC Superior Court Case No. 810642; Hines v. CSK Auto; Tett v. CSK Auto and Noel v.
28 CSK Auto, Case No. San Diego Superior Court, Case No. 720346; Soto et. al. v. Park Uniform

1 Rental Service, et. al., Case No. BC215318; Amezcua, et. al. v. Trak Auto Corporation, Case No.
2 BC 183900 coordinated with Tett v. Trak Auto Corporation, Case No. BC 186931 matter (“Trak
3 Auto”); Maldonado v. Footstar Center, Inc., Case No. 00CC06359; Calvo, et. al. v. McKesson
4 HBOC, Inc., et. al., Case No. BC 228366 coordinated with Ware, et. al. v. McKesson Water
5 Products Company, Case No. BC 231420; Franco v. Vans Inc., Case No. 01CC03995; Cruz v.
6 Suntory Water Group, Inc., Case No. BC243596; Toney v. McDonald’s Restaurant, et al., Case
7 No. BC234243; Tong v. 21st Century Insurance Company, Case No. 01CC10913 coordinated
8 with Echegaray v. 21st Century Insurance Co., Case No. BC255189 and Requirme v. 21st
9 Century Insurance Co., Case No. BC253952 (“21st Century”); Wood v. Hollywood
10 Entertainment, Case No. CV779511 coordinated with Dannelley v. Hollywood Entertainment,
11 Inc., Case No. OC 816155 and Peterson v. Hollywood Entertainment Corp., Case No.
12 CV788126; and Lynn Lazdowski, et al. v. Bowne of Los Angeles, Inc., Case No. 02CC16722.

13 8. Plaintiffs’ Counsel, along with the assistance of the Class Representative Mr.
14 Elias, conducted an extensive investigation prior to the initial Complaint being filed on August
15 12, 2022 and thereafter, throughout the litigation. The parties engaged in formal discovery
16 including propounding and responding to written interrogatories, and the production of
17 documents. The parties engaged in good faith, arms-length negotiations with Defendants
18 concerning possible resolution of the claims asserted in the litigation. The Parties participated in
19 a mediation on February 28, 2024 before Gail A. Glick, Esq. Although the matter did not settle at
20 the formal mediation, the parties continued settlement conversations through the mediator. The
21 mediator subsequently made a mediator’s proposal that both parties accepted. To prepare for the
22 mediation, Defendants provided extensive documentation and data related to the claims asserted
23 in this case as well as a number of work weeks, Class size and other necessary information for
24 Plaintiffs to create a damage exposure analysis for the mediation. Plaintiffs hired an expert
25 economist to prepare damage calculations and an exposure analysis for the mediation.

26 9. The settlement amount is, of course, a compromise figure. Plaintiffs took into
27 account the risks that they would not prevail at trial, the uncertainty of even more appeals, risks
28 related to proof of Plaintiffs’ claims and the strengths and weaknesses of Defendants’ other

1 defenses. Plaintiffs also took into account the possibility that if a settlement were reached after
2 additional years of litigation, the great expenses and attorneys' fees of litigation would even
3 further reduce the amount of funds available to the Class Members for settlement.

4 10. The settlement that has been reached is the product of very strategic and efficient
5 effort, and a great deal of expense by the Parties and their Counsel.

6 11. The Class Members' response to the settlement is outstanding. **100% of the**
7 **money will be paid out as there is no reversion to Defendants and 100% of all Class**
8 **Members are participating in the settlement since there were no opt outs. There are also no**
9 **objections to the settlement. The average Class Member will receive a settlement payment**
10 **of approximately \$399.26 and the highest settlement payment will be approximately**
11 **\$1,964.60. (see Exhibit 1, Decl. of Sara Schwermer-Sween of Rust Consulting Inc.).**

12 12. I believe that a collective attorney fee of 1/3 of the total value of this case for all
13 Plaintiff's counsel is fair and reasonable. Below is a list of cases approving attorneys' fees based
14 on a common fund in the State of California:

15 a. In Abzug v. Kerkorian, CA-000981 (Los Angeles Superior Court, Nov.
16 1990), the Honorable R. William Schoettler awarded a 45% fee on a
17 \$35,000,000.00 securities Class Action Settlement.

18 b. In Haitz v. Meyer, et al., No. 512968-3 (Alameda County Superior Court,
19 August 20, 1990), the court awarded a 40% fee of a \$2,670,000.00 settlement.

20 c. In Steiner v. Whittaker Corp., CA000817 (Los Angeles County Superior
21 Court, March 23, 1989), Judge Eli Chernow awarded a fee of 35% of a
22 \$17,750,000.00 recovery in a securities Class Action.

23 d. In Hess v. Dayton Hudson, et al., No. 777130 (Orange County Superior
24 Court, 2000), Judge William F. McDonald awarded a 33-1/3% fee of a
25 \$7,000,000.00 settlement.

26 e. In Bushnell v. Cremer, Inc., No. 657778 (Orange County Superior Court),
27 Judge Donald E. Smallwood awarded a 38% fee of a \$16,100,000 pre-trial
28 settlement.

1 13. I am very familiar with the contingent fee market throughout California and in the
2 Los Angeles County area, particularly as it pertains to complex Employment, Wage and Hour,
3 and Class action Litigation. Contingency fee agreements with plaintiff, both as an individual and
4 as a representative in Class Action suits, commonly provide that Counsel will receive a fee that
5 is between 1/3-40% of any recovery that is obtained, and, in addition, that Counsel be
6 reimbursed for the costs they incurred out of a recovery amount. These are typical and standard
7 percentages in employment related contingency agreements in the Los Angeles, Orange County,
8 and throughout California. Indeed, in my opinion, the Plaintiffs in this complex Wage and Hour
9 case could not have retained competent Counsel in California, particularly with the considerable
10 skill and expertise of my firm for any amount significantly less than the contingency fee
11 percentage provided in these retainer agreements. As the Court is well aware, Plaintiffs' Counsel
12 have never been paid any money for attorneys' fee on this case and have advanced all costs.

13 14. Class Counsel are experienced and qualified to evaluate the Class claims and
14 viability of the defenses. The recovery for each Class Member in the present is fair and
15 reasonable based on all risk factors.

16 15. The Law Offices of Kevin T. Barnes has total costs of \$11,207.20 (*see*
17 Itemization of Costs of the Law Office of Kevin T. Barnes as **Exhibit 2**). These costs were a
18 result of investigation, research, litigation and other related matters to the prosecution of this
19 case. **Collectively, Plaintiffs' Counsel's total costs are \$19,371.89** (*see* Itemization of Costs of
20 the Wilshire Law Firm as **Exhibit 1**). The claims administration costs are \$13,000 (*see Exhibit*
21 **1**, Declaration of Sara Schwermer-Sween of Rust Consulting, Inc.).

22 16. My law office has a total of 264 attorney hours including the additional 20 hours
23 that I expect to spend to prepare for and attend the final approval hearing, contact with Class
24 Members, contact with the Claims Administrator, ensure that proper claims administration and
25 distribution occurs to all Class Members, and prepare and file the post distribution declarations.
26 My standard hourly rate for Class Action Litigation is \$895 per hour. I am the Managing partner
27 in my law firm and have extensive experience handling Class Action Litigation. My former
28 partner, Gregg Lander, regularly bills for Class Action Litigation at \$795 per hour. Gregg Lander

1 has twenty years' experience in wage and hour class action litigation and is well versed in all
2 aspects of this litigation. Mr. Lander graduated from Texas A&M University in 1989 with a
3 Bachelor of Business Administration degree in Marketing. He graduated from California
4 Western School of Law in San Diego and was admitted to the California Bar in 1997. He joined
5 The Law Offices of Kevin T. Barnes in 2001 and became a partner in 2004. Mr. Lander was
6 recognized as a Southern California Super Lawyer in 2004 and the years 2019, 2020, 2021 and
7 2022, and was a speaker at the Bridgeport December 2008 Wage & Hour Litigation Conference.
8 In 2015, Mr. Lander received an AV Preeminent Rating as part of Martindale-Hubbell's Peer
9 Review Rating process. He is admitted to practice before the following Courts: all California
10 State Courts, all Texas State Courts, United States District Court for the following California
11 Districts: Northern, Central, Eastern and Southern, United States Court of Appeal for the Ninth
12 Circuit, United States Court of Appeals for Veteran's Claims, United States Court of Appeals for
13 the Armed Forces, United States Court of Appeals for the Federal Circuit, United States Tax
14 Court, United States Court of International Trade, United States Court of Federal Claims and
15 United States Supreme Court. **My firms' lodestar will be approximately \$226,200** (*see*
16 *Itemization of Hours of the Law Office of Kevin T. Barnes as Exhibit 3*). **Collectively, Plaintiffs'**
17 **Counsel will have a total of approximately 409.8 hours and a lodestar of approximately \$344,250.**
18 (*see also Katri Decl. – Timesheet attached as Exhibit 1; and Haber Decl., para's 19-20*). **Plaintiffs'**
19 **counsel requests a fee of \$93,333.33 which is only .27% of the actual lodestar.**

20 17. Furthermore, a key point to consider when awarding Plaintiffs' counsel fees is
21 that Defendants' firm is able to bill its client on a monthly basis. A survey conducted by The
22 National Law Journal for the year 2010 and 2011 provides a sample of a billing rate for California
23 lawyers. The requested hourly rates are consistent with the prevailing rates for attorneys of similar
24 experience, skill and reputation in this district. A 2010 survey by the National Law Journal (NLJ)
25 shows rates of firms in Los Angeles from \$495-\$820 for partners and \$270-\$620 for associates; and in
26 Irvine from \$395-\$710 for partners and \$285-\$450 for associates. A 2011 survey by the NLJ shows
27 partner rates of \$275-\$860 in the Southern California area, with a range of \$205-\$635 for associates in
28 the same geographic region. Copies of the NLJ surveys are in Class Counsel's possession but are not

being filed due to their volume. (*See* also generally Catala v. Resurgent Capital Servs., L.P., 2010 U.S. Dist. LEXIS 63501, at *19 n.3 (S.D. Cal. June 22, 2010) (relying on same to award fees).) These are the types of firms that Plaintiff's counsel regularly opposes in these Class Action cases. The only difference is that these defense attorneys are paid on a monthly basis and do not have to advance any costs on a case. To the contrary, Plaintiffs' counsel is only paid if they win, which in this case will result in payment over three years after the case was originally filed.

18. Finally, Plaintiffs attach the Declaration of Richard M. Pearl in support of a Plaintiff's Motion for Final Approval in the case of Rosa Cantu, et al. v. Pacific Bell Telephone Company, Case No. BC 441237, dated January 4, 2011 (*see* Declaration of Richard M. Pearl attached as **Exhibit 4**). Mr. Pearl specializes in issues related to cost-award attorney's fees, including the representation of parties in fee litigation and appeals, serving as an expert witness and serving as a mediator and arbitrator in disputes concerning attorney's fees and related issues. Mr. Pearl is also the author of California Attorney's Fee Awards (3d ed Cal. CEB 2010), as well as the author of the Second Edition, years 1994 through 2008. He has also authored numerous other publications on attorney's fees, as set forth in his Declaration. (*See* paragraph numbers 4 and 5).

19. Mr. Pearl has reviewed the comparable hourly rates of attorney fees in California. He confirms that courts have approved hourly rates of attorneys as follows:

- Rates up to \$875.00 in Savaglio, et al. v. Wal-Mart, Alameda County Superior Court, Case No. C-835687-7 (before applying a 2.36 multiplier);
- Rates of up to \$750.00 in Kashmiri, et al. v. Regents of UC, San Francisco County Superior Court (before applying a 3.7 multiplier);
- Rates of up to \$750.00 in Environmental Law Foundation v. Laidlaw Transit, Inc., San Francisco Superior Court, Case No. CGC-06-451832 (before applying a 1.25 multiplier). (*See* pages 4 and 5).

20. Additionally, Mr. Pearl has reviewed numerous declarations, depositions and surveys of legal rates on a non-contingent basis for the year 2009 and found hourly rates of up to \$775.00, \$795.00, \$800.00, \$855.00, \$950.00, etc. (*See* pages 6-12). These are non-contingent

1 rates where payment in full is expected promptly upon billing (*See* page 13). These rates
2 indicate that the requested hourly rate, as well as the multiplier, is reasonable in the case-at-hand
3 in view of Plaintiff's counsel's experience, the result achieved in this case and the contingent
4 nature of the fees in Class Action cases.

5 21. I believe that the requested Class Representative Service Payments for Jonathan
6 Elias of \$10,000 and \$10,000 for Gracie Rodriguez are fair and reasonable. This is based on all
7 facts set forth in the Motion for Final Approval and the Declarations of the Class Representative.
8 (*see* Declaration of the Class Representative Jonathan Elias attached as Exhibit 4 to the Declaration of
9 Kevin T. Barnes In Support Of Plaintiff's Motion For Preliminary Approval of Class Action
10 Settlement, which is attached here again for the convenience of the Court as **Exhibit 5** to the
11 Barnes Decl.; and Declaration of the Class Representative Gracie Rodriguez attached as Exhibit 5 to
12 the Declaration of Kevin T. Barnes In Support Of Plaintiff's Motion For Preliminary Approval of Class
13 Action Settlement, which is attached here again for the convenience of the Court as **Exhibit 6** to
14 the Barnes Decl.)

15 22. As required by PAGA, Plaintiffs' Motion for Final Approval of Class and
16 Representative Action Settlement was filed (uploaded) with the Labor and Workforce
17 Development Agency's ("LWDA") online system on December 23, 2024. Attached as **Exhibit**
18 **7** to this declaration is proof of submission from the LWDA confirming receipt.

19
20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct.

22 Executed December 21, 2024, at Greensboro, Georgia.

23
24 By: 
25 KEVIN T. BARNES, Declarant
26
27
28

Exhibit 1

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Attorneys for Plaintiff, JONATHAN ELIAS,
on behalf of himself and all others similarly situated,

Additional Counsel on Next Page

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

JONATHAN ELIAS, on behalf of himself and
all others similarly situated aggrieved employees,

Plaintiffs,
v.

TMONE, LLC d/b/a "Mass Markets, Inc.," a
Delaware limited liability company;
MARLOWE COMPANIES, INC. also known as
"MCI" d/b/a "Mass Markets, Inc." a California
entity, form unknown; and DOES 1 to 10,
inclusive,

Defendants.

Case No.: 37-2022-00032324-CU-OE-CTL

**DECLARATION OF SARA
SCHWERMER-SWEEN
FOR RUST CONSULTING, INC.**

Additional Plaintiffs' Counsel

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Attorneys for Defendants TMONE, LLC d/b/a "Mass Markets, Inc."

1 I, Sara Schwermer-Sween, declare as follows:

2 1. I am a Program Manager for Rust Consulting, Inc. ("Rust"). My business address
3 is 920 2nd Ave S, Suite 400, Minneapolis, Minnesota 55402. My telephone number is (612) 359-
4 2077. I am over twenty-one years of age and am authorized to make this declaration on behalf of
5 Rust and myself.

6 2. Rust has extensive experience in class action matters, having provided services in
7 class action settlements involving antitrust, securities fraud, property damage, employment
8 discrimination, employment wage and hour, product liability, insurance and consumer issues. We
9 have provided notification and/or claims administration services in more than 8,500 cases. Of
10 these, over 4,000 were Labor & Employment cases.

11 3. Rust was engaged by Counsel for the Plaintiffs and Counsel for the Defendants
12 (collectively the "Parties") to provide notification services in the *Jonathan Elias, et al. v. TMONE,*
13 *LLC d/b/a "Mass Markets, Inc., "et al. Settlement* ("Settlement"). Duties included: a) preparing,
14 printing and mailing of the *Notice of Class Action Settlement* ("Class Notice"); b) tracking of
15 exclusions, objections and disputes; c) drafting and mailing Settlement Award checks; d) posting
16 of Settlement documents on a publicly available website; and e) for such other tasks as the Parties
17 mutually agree or the Court orders Rust to perform.

18 4. Rust obtained a mailing address of TM One Settlement Administrator, c/o Rust
19 Consulting, Inc. - 8755, P.O. Box 2396, Faribault, Minnesota 55021-9096 to receive exclusions,
20 objections, disputes, undeliverable Class Notices and other communications regarding the
21 Settlement.

22 5. Rust obtained a toll-free telephone number of 1-855-491-1768 for Class Members
23 to call with questions regarding the Settlement. The toll-free telephone number was included in the
24 Class Notice.

25 6. Rust obtained a website address of www.rustconsulting.com/cases/elias-v-tm-one
26 for the Settlement. The website included a copy of the Notice of Class Action Settlement, the Joint
27 Stipulation of Class Action and PAGA Settlement and Release, and Order Granting Plaintiff's
28 Motion for Preliminary Approval of Class Action and PAGA Settlement for viewing,

DECLARATION OF SARA SCHWERMER-SWEEN FOR RUST CONSULTING, INC.

1 downloading and/or printing and additional information about the Settlement. The website
2 address was included in the Class Notice.

3 7. On or about September 5, 2024, Rust received text for the Class Notice from
4 Counsel. A draft of the formatted Class Notice, in English and Spanish, was prepared by Rust and
5 approved by the Parties. Attached as Exhibit A is a copy of the final Class Notice.

6 8. On or about September 16, 2024, Counsel for the Defendants provided Rust with a
7 mailing list containing Class Member's names, last known addresses, Social Security Numbers
8 and applicable employment information ("Class List"). The Class List contained data for 316
9 potential Class Members.

10 9. The mailing addresses contained in the Class List were processed and updated
11 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal
12 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In
13 the event that any individual had filed a U.S. Postal Service change of address request, the address
14 listed with the NCOA would be utilized in connection with the mailing of the Class Notice.

15 10. On October 1, 2024 Class Notices were mailed to 316 Class Members contained in
16 the Class List via First Class mail. The Class Notice advised Class Members that they could
17 submit an exclusion, objection and/or dispute postmarked by November 15, 2024.

18 11. Rust performed 52 address traces on Class Notices returned as undeliverable for
19 the first time as of November 15, 2024. The address trace utilizes the Class Member's name,
20 previous address and Social Security Number for locating a current address. Of the 52 traces
21 performed, 36 more current addresses were obtained and Class Notices were promptly re-mailed
22 to those Class Members via First Class mail. Of the 52 traces performed, Rust did not obtain
23 updated addresses for 16 undeliverable Class Notices. Of the 36 Class Notices mailed to a more
24 current address identified from trace, six Class Notices were returned to Rust as undeliverable a
25 second time. As of this date, 22 Class Notices remain undeliverable.

26 12. As of this date, three (3) Class Notices were returned by the Post Office with
27 forwarding addresses attached as of November 15, 2024. Rust promptly re-mailed Class Notices
28 to those Class Members via First Class mail.

DECLARATION OF SARA SCHWERMER-SWEEN FOR RUST CONSULTING, INC.

13. Re-mailed Class Notices were provided an extended deadline of ten (10) days from the re-mail date, with a latest possible response date of November 25, 2024.

14. As of this date, zero (0) Class Members disputed the employment information provided by the Defendant.

15. As of this date, Rust received zero (0) exclusions and as such 100% of Class Members will be participating in this settlement.

16. As of this date, Rust received zero (0) objections.

17. The average Class Member Individual Settlement Payment will be \$399.26 and the highest Class Member Individual Settlement Payment will be \$1,964.60.

18. As of this date, zero self-identifying Class Members, who were not included in the Class List, have contacted Rust to request inclusion in the Settlement Class (“self-ids”).

19. The total cost for the administration of this Settlement, including fees incurred and future costs for completion of the administration is estimated to be \$13,000.00.

20. I declare under penalty of perjury that the above is true and correct to the best of my knowledge and that this Declaration was executed this 10th day of December 2024, at Minneapolis, MN.


SARA SCHWERMER-SWEEN

EXHIBIT A

IMPORTANT LEGAL MATERIALS

Claimant ID #: <<barcode39>>



- UAA <<SequenceNo>>

<<Name1>>
<<Name2>>
<<Name3>>
<<Name4>>
<<Address1>>
<<Address2>>
<<Address3>>
<<City>> <<State>> <<Zip10>>
<<CountryName>>

NOTICE OF CLASS ACTION SETTLEMENT

Jonathan Elias, et al. v. TM One, LLC dba "Mass markets, Inc.," et al.
Superior Court of California – San Diego County
Case No. 37-2022-00032324-CU-OE-CTL

**IF YOU WERE EMPLOYED BY DEFENDENTS IN CALIFORNIA AS AN HOURLY-PAID, NON-EXEMPT
CALL CENTER EMPLOYEE WHO WORKED ANY TIME DURING THE FOLLOWING CLASS PERIOD:
AUGUST 12, 2018, THROUGH MAY 31, 2024**

**YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

The Court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF	<u>You will not receive a share of the Settlement.</u> ¹ This is the only option that allows you to file your own lawsuit against Defendants for the claims released in this Settlement.
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement.

WHAT IS IN THIS NOTICE

1.	Why Should You Read This Notice?	Page 2
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¹ Regardless of whether you exclude yourself from the Settlement, you will still receive a portion of the settlement for release of the penalty claim pursuant to the Private Attorneys General Act, Labor Code sections 2698-2699.6 ("PAGA").

1. Why Should You Read This Notice?

You have received this Notice because records indicate that you are a member of the settlement class settled in this action.

The settlement class is comprised of all current and former California hourly-paid non-exempt Call Center employees (“Class Members”) employed by Defendants TM One, LLC dba “Mass Markets, Inc.” and Marlowe Companies Inc. also known as “MCI” dba “Mass Markets, Inc. (“Defendants”) at any time from August 12, 2018, through May 31, 2024.

This Notice tells you of your rights to share in the Settlement. There was a Preliminary Approval hearing on June 28, 2024, at 8:30 a.m., in the San Diego County Superior Court. Judge Blaine K. Bowman determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable, and that a final determination of the issues will be made at the final approval hearing. Judge Bowman also ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on January 17, 2025, at 8:30 a.m. in Department C-74, of the San Diego County Superior Court located at 330 West Broadway, San Diego, California 92101. The Final Approval Hearing may be continued to another date without further notice. Class Members may appear remotely at the Final Approval Hearing and should contact the court clerk for Department C-74 at 619-450-7074 for instructions on how to appear remotely.

2. What is the Class Action Settlement?

The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all members of the class. You may get money from the Class and Representative Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. What Is the Case About?

Plaintiffs contend that Defendants violated the California Labor Code by: (1) Failure To Pay Minimum and Straight Time Wages; (2) Failure to Pay All Hours Worked; (3) Failure to Pay Overtime Wages At The Legal Pay Rate; (4) Failure To Pay All Wages; (5) Violations of Labor Code §226.2 Regarding Rest Periods ; (6) Violations of Labor Code §226.2 Regarding Rest Period Pay Rate; (7) Failure To Pay Meal Periods; (8) Failure to Authorize and Permit Rest Periods; (9) Failure to Pay All Earned Wages Twice Per Month; (10) Failure to Maintain Accurate Records of Hours Worked and Meal Periods; (11) Failure To Timely Pay Final Wages at Termination; (12) Failure to Provide Accurate Itemized Wage Statements; and (13) Violation of California Business and Professions Code 17200, et seq. for the labor code claims asserted in the Complaint. Plaintiffs also seeks civil penalties under the Private Attorneys General Act (“PAGA”) as set forth in Labor Code sections 2698-2699.6, which allows a private citizen to pursue civil penalties on behalf of the State of California Labor Workforce Development Agency (“LWDA”) related only to the above Released Claims.

Defendants deny the allegations raised in the lawsuit and believe they have no liability for any of Plaintiffs’ or the Class Members’ claims under any statute, wage order, common law, or equitable theory.

The Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation of Class Action and PAGA Settlement and Release (the “Settlement” or “Settlement Agreement”). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Defendants have decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. By settling this lawsuit, Defendants do not admit, concede, or imply that it has done anything wrong or legally actionable.

4. How Much Can I Expect to Receive?

Defendants will pay a total sum of \$280,000 (“Maximum Settlement Amount”), which includes all settlement payments to Class Members, attorneys’ fees and costs, costs of administering the Settlement, a payment to the LWDA under PAGA and the Class Representatives’ Payment.

Defendants’ records indicate that you worked approximately <<WorkWeek>> workweeks during the Class Period. Based on these records, your estimated payment as a Class Member would be \$<<ClassAward>>.

Defendants’ records indicate that you worked approximately <<WorkWeek>> pay periods during the PAGA Period. Based on these records, your estimated payment under PAGA would be \$<<PAGAAward>>.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically canceled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

5. Why Did the Defendants Join in This Notice?

Defendants do not admit any claim alleged in the lawsuit and deny that they owe money for any of the claims in this matter. Defendants are settling the lawsuit as a compromise. Defendants reserve the right to object to and defend themselves against any claim if, for any reason, the Settlement fails. The Court file has the Settlement documents with more information on the lawsuit.

6. Who Are the Plaintiffs in This Class Action?

Jonathan Elias and Gracie Rodriguez are the Plaintiffs and Class Representatives in this Class Action lawsuit. They are acting on behalf of themselves and on behalf of other members of the class and representing your interests as representative under PAGA.

7. Who Are the Attorneys Representing the Parties?

Class Counsel

Kevin T. Barnes, Esq.
LAW OFFICES OF KEVIN T. BARNES
1020 Parkside Commons, Suite 101-E
Greensboro, GA 30642-4519
Tel.: (213) 793-9100
Email: Barnes@kbarnes.com

Raphael A. Katri, Esq.
LAW OFFICES OF RAPHAEL A. KATRI
8549 Wilshire Boulevard, Suite 200
Beverly Hills, CA 90211-3104
Tel.: (310) 940-2034 / Fax: (310) 733-5644
Email: RKatri@socallaborlawyers.com

Justin F. Marquez, Esq.
Benjamin H. Haber, Esq.
Arrash T. Fattahi, Esq.
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Tel: (213) 381-9988/ Fax: (213) 381-9989
Email: Justin@wilshirelawfirm.com

Defense Counsel

Justin G. Schmidt, Esq.
Laurie M. Cortez, Esq.
EMILIO LAW GROUP, APC
12832 Valley View St., Ste. 106
Garden Grove, CA 92845

8. What are my Rights? How Will My Rights Be Affected?

Class Counsel, appointed and approved by the Court for Settlement only, will represent you.

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below.

This Notice of Settlement states the total number of workweeks you worked for Defendants during the Class Period. Your individual settlement payment as a Class Member will be based on that number. If you believe the information on this Notice is correct, then you do not need to take any further action to receive your settlement payment.

If you believe the workweek information shown above is incorrect, you must submit a written workweek dispute stating why you believe the listed workweeks are not correct. The workweek dispute must be mailed to the Settlement Administrator (whose contact information is listed below) and must be postmarked no later than **November 25, 2024**. You should submit to the Settlement Administrator documentation to support the number of workweeks you believe you worked during the Class Period. If there is a dispute about the workweeks you worked, the Settlement Administrator will review the records to resolve the dispute.

NOTE: UNLESS YOU DISPUTE THE WORKWEEK INFORMATION LISTED ABOVE OR OPT OUT OF THE SETTLEMENT, YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE AMOUNTS SET FORTH ABOVE.

If you are a current employee of the Defendants, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to Object to the Settlement in writing, you must submit a written Objection stating why you object to the Settlement. The Objection must be signed by you and include your full name, address, telephone number, and last four digits of your Social Security number. The Objection must be mailed to the Settlement Administrator (whose contact information is listed below) and must be postmarked no later than **November 25, 2024**. Late Objections will not be considered.

You may also, if you wish, appear at the Final Approval Hearing set for January 17, 2025, at 8:30 a.m. in Department C-74, of the San Diego County Superior Court and discuss your objections with the Court and the Parties, whether or not you submitted a prior written objection. You may appear on your own, or through a counsel retained by you at your expense. The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must complete and sign a written request to Opt-Out to the Settlement Administrator via fax or at the address below requesting to be excluded from the Settlement. To be considered valid, your Opt-Out must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Opt-Out also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Opt-Out must be mailed or postmarked no later than **November 25, 2024**. Late Opt-Outs will not be considered.

If you timely mail a complete and valid Opt-Out, you will no longer be a member of a Class and you will **not** be eligible to object to the terms of the Settlement or receive money under the Settlement except for that portion of the settlement allocated to PAGA penalty payments. Except for the PAGA release, you will not be bound by the terms of the Settlement, and may pursue any valid claims you may have, at your own expense, against Defendants. Individuals otherwise meeting the definition of Class Members who exclude themselves from the class pursuant and were employed during the PAGA Period shall still receive a payment for the amount of each such individual's estimated share of the PAGA Payment that was included by the Settlement Administrator in calculating the Claim Amount and shall still be bound by the PAGA release.

Effect of the Settlement on Your Rights

Upon final approval of the Settlement by the Court, all Participating Class Members will be deemed to have released the Released Parties from all Released Claims and PAGA Released Claims, as defined below. Regardless of whether an individual opts out of the Settlement, all Participating PAGA Members will be deemed to have released the Released Parties from all PAGA Released Claims.

“Released Parties” means Defendants and their agents, officers, employees, directors, owners, subsidiaries, affiliates, and parent companies.

“Released Claims” refers to all claims under state or local law, whether statutory, common law, or administrative law, whether in law or equity, for the claims that were pled in the PAGA Notice, Complaint and First Amended Complaint in the Elias Action and all the claims that were pled in the Rodriguez Action, based on the factual allegations therein, that arose during the Class Period, including: all claims under California Labor Code sections 201-204, 216, 221, 226, 226.2, 226.7, 510,

516, 558, 1194, 1197, 1198, 2699, and 2751. The settlement class shall also waive claims under the California Business and Professions Code Section 17200 and California's Private Attorneys' General Act based upon violations of the California Labor Code sections in the preceding section including injunctive relief; liquidated damages; interest; fees; and costs.

"PAGA Released Claims" refers to the release by all Class Members for all claims for PAGA that arise out of or relate to California Labor Code sections 201-204, 216, 221, 226, 226.2, 226.7, 510, 516, 558, 1194, 1197, 1198, 2699, and 2751 and California Business and Professions Code Section 17200 as pled in the PAGA Notice, Complaint and First Amended Complaint in the Elias Action, from August 12, 2018, through May 31, 2024. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), Class Members employed by Defendants on or after August 12, 2018, who exclude themselves from this Settlement shall still receive an Individual PAGA Payment directly from the Settlement Administrator for the amount of each such individual's estimated share of the PAGA Payment as calculated by the Settlement Administrator.

Regardless of whether an individual opts out of the Settlement, all Participating PAGA Members will be deemed to have released Defendants of all PAGA Released Claims.

9. How Will the Attorneys for the Class Be Paid?

The attorneys for the Class Representatives and the Settlement Class will be paid from the gross settlement. The attorneys are seeking a fee not to exceed \$93,333.33 as well as reimbursement of their litigation costs, up to \$20,000. Plaintiffs are seeking Service Awards not to exceed \$10,000 to Class Representative Jonathan Elias and \$10,000 to Class Representative Gracie Rodriguez from the Settlement for their service as Class Representatives. Likewise, the Parties agree that \$10,000 shall be allocated to settle the PAGA claim, with \$7,500 to be paid to the LWDA, and the remaining \$2,500 to be divided equally among the Class Members and included in their Individual Settlement Award payments. The Settlement Administrator estimates that the cost of administration will not exceed \$13,000. All of these amounts are to be deducted from the gross settlement, with the remainder available for distributions to Class Members who do not Opt-Out.

10. What If I Lose My Settlement Check?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund at ucpi.sco.ca.gov or (916) 445-5361 for instructions on how to retrieve the funds.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class Counsel, Kevin T. Barnes (323-549-9100) or email him at barnes@kbarnes.com, or contact the Settlement Administrator at the contact information listed below. Please refer to the Settlement Administrator.

TM One Settlement Administrator
C/o Rust Consulting, Inc.-8755
Po Box 2396

Faribault MN 55021-9096
Phone Number (855) 491-1768

Website www.rustconsulting.com/cases/elias-v-tm-one

You can find a copy of the Settlement Agreement as well as the Motions for Preliminary and Final Approval on the website of the TM One Settlement Administrator which is (855) 491-1768.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

By Order of the San Diego County Superior Court, the Honorable Blaine K. Bowman.

AVISO DE CONCILIACIÓN DE DEMANDA COLECTIVA

Jonathan Elías, et al. contra TM One, LLC, que opera bajo el nombre “Mass markets, Inc.”, et al.

Tribunal Superior de California – Condado de San Diego

Caso N.º 37-2022-00032324-CU-OE-CTL

SI HUBIESE TRABAJADO PARA LOS DEMANDADOS EN CALIFORNIA COMO EMPLEADO DE CENTRO DE LLAMADAS REMUNERADO POR HORA NO EXENTO EN ALGÚN MOMENTO DURANTE EL SIGUIENTE PERÍODO DEL GRUPO: DEL 12 DE AGOSTO DE 2018 AL 31 DE MAYO DE 2024

TIENE DERECHO A RECIBIR DINERO DE UN ACUERDO DE CONCILIACIÓN DE DEMANDA COLECTIVA Y REPRESENTATIVA

El Tribunal aprobó este aviso. Este no es un anuncio publicitario.

No está siendo demandado. No obstante, este caso tendrá incidencia sobre sus derechos, independientemente de que actúe o no.

SÍRVASE LEER ESTE AVISO.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO INCLUYEN LO SIGUIENTE:	
NO HACER NADA	Recibirá una compensación del Acuerdo. No es necesario que realice acción alguna para beneficiarse de una parte de este Acuerdo.
EXCLUIRSE	<u>No recibirá ninguna parte del Acuerdo.</u> ¹ Esta es la única opción que le permite presentar su propia demanda contra los Demandados por los reclamos a los que se renuncia en este Acuerdo.
OBJETAR	Si lo deseara, puede objetar este Acuerdo. El Tribunal podría estar de acuerdo o no con su objeción. El hecho de objetar el Acuerdo no lo excluirá de recibir una parte del Acuerdo.

¿QUÉ CONTIENE ESTE AVISO?

1. ¿Por qué debería leer este Aviso? Página 1
2. ¿Qué es el Acuerdo de demanda colectiva?.....Página 2
3. ¿De qué trata este caso? Página 2
4. ¿Cuánto puedo esperar recibir?.....Página 2
5. ¿Por qué los Demandados se unieron a este Aviso? Página 3
6. ¿Quiénes son los Demandantes en esta Demanda colectiva?.....Página 3
7. ¿Quiénes son los Abogados que representan a las Partes? Página 3
8. ¿Cuáles son mis derechos? ¿Qué efecto tendrá esto sobre mis derechos? Página 3
9. ¿Cómo se les pagará a los Abogados del grupo? Página 5
10. ¿Qué sucede si perdiese mi cheque en virtud del Acuerdo? Página 5

1. ¿Por qué debería leer este Aviso?

Usted recibió este Aviso porque los registros indican que es miembro del grupo del Acuerdo establecido en esta demanda.

El grupo del Acuerdo está compuesto por todos los empleados actuales y exempleados del Centro de llamadas remunerados por hora no exentos de California (“Miembros del grupo”) empleados por los Demandados, TM One, LLC, que opera bajo el nombre “Mass Markets, Inc.”, y Marlowe Companies Inc., también conocida como “MCI”, que opera bajo el nombre “Mass Markets, Inc. (“Demandados”) en cualquier momento desde el 12 de agosto de 2018 hasta el 31 de mayo de 2024.

Este Aviso le informa sobre sus derechos de recibir una parte del Acuerdo. Se celebró una Audiencia de aprobación preliminar el 28 de junio de 2024 a las 8:30 a.m., en el Tribunal Superior del Condado de San Diego. El juez Blaine K. Bowman determinó únicamente que existen pruebas suficientes que sugieren que el acuerdo propuesto puede ser justo, adecuado y razonable y que se tomará una decisión definitiva sobre los asuntos en la audiencia de aprobación definitiva. El juez Bowman también ordenó que usted recibiera este Aviso.

¹ Independientemente de que se excluyese o no del Acuerdo, de igual modo recibirá una parte de este por renunciar a presentar reclamos para recobrar sanciones en virtud de la Ley General de Abogados Privados (Private Attorneys General Act, “PAGA”), artículos 2698-2699.6 del Código Laboral.

El Tribunal celebrará una Audiencia de aprobación definitiva sobre el Acuerdo propuesto el 17 de enero de 2025 a las 8:30 a.m., en el Departamento C-74 del Tribunal Superior del condado de San Diego, ubicado en 330 West Broadway, San Diego, California 92101. La Audiencia de aprobación definitiva puede aplazarse a otra fecha sin que medie otro aviso. Los Miembros del grupo podrán comparecer en forma remota en la Audiencia de aprobación definitiva y deberán comunicarse con el secretario del tribunal del Departamento C-74 llamando al 619-450-7074 para recibir instrucciones sobre cómo hacerlo.

2. ¿Qué es el Acuerdo de demanda colectiva?

El Tribunal debe aprobar los términos del Acuerdo descritos en este documento como justos, adecuados y razonables para los Miembros del grupo. El Acuerdo afectará a todos los Miembros del grupo. Puede recibir dinero a partir del Acuerdo de demanda colectiva y representativa. En este Aviso se explicarán los términos del Acuerdo y el monto de dinero que podría recibir en virtud del Acuerdo.

3. ¿De qué trata este caso?

Los Demandantes alegan que los Demandados infringieron el Código Laboral de California debido a lo siguiente: (1) falta de pago de salarios mínimos y por horario regular; (2) falta de pago de todas las horas trabajadas; (3) falta de pago de salarios por horas extras a la tarifa de pago legal; (4) falta de pago de todos los salarios; (5) violaciones del artículo 226.2 del Código Laboral con respecto a los períodos de descanso; (6) violaciones del artículo 226.2 del Código Laboral con respecto a la tarifa de pago del período de descanso; (7) falta de pago de los períodos para las comidas; (8) no autorizar ni permitir períodos de descanso; (9) falta de pago de todos los salarios ganados dos veces al mes; (10) no mantener registros precisos de las horas trabajadas y los períodos para las comidas; (11) falta de pago puntual de los salarios finales al momento de la finalización de la relación laboral; (12) no proporcionar recibos de nómina detallados y precisos; y (13) violación del artículo 17200 y siguientes del Código Comercial y Profesional de California para los reclamos del código laboral presentados en la Demanda. Los Demandantes también solicitan recobrar sanciones civiles en virtud de la Ley General de Abogados Privados (Private Attorneys General Act, “PAGA”), según se establece en los artículos 2698-2699.6 del Código Laboral, que permite a un ciudadano privado solicitar sanciones civiles en nombre de la Agencia de Desarrollo del Trabajo y de la Fuerza Laboral de California del estado de California (Labor Workforce Development Agency, “LWDA”) en relación solo con los Reclamos exonerados.

Los Demandados niegan los alegatos planteados en la demanda y consideran que no son responsables en virtud de los reclamos de los Demandantes o los Miembros del grupo en virtud de ninguna ley, orden de salario, disposición fundada en el common law o conforme al régimen de equity.

Las Partes llegaron a un Acuerdo sujeto a aprobación del Tribunal, conforme se indica en la Estipulación conjunta de demanda colectiva y Acuerdo de conciliación y exención de reclamos en virtud de la PAGA (el “Acuerdo” o el “Acuerdo de conciliación”). Los Abogados del grupo consideran que el Acuerdo es justo, adecuado y razonable y que es lo mejor para los Miembros del grupo. De igual forma, los Demandados han decidido que el acuerdo es favorable porque evita el tiempo, los riesgos y los gastos que suponen una demanda extensa y el Acuerdo resuelve de forma inmediata, completa y definitiva, los reclamos pendientes y potenciales. El hecho de que los Demandados aceptasen conciliar esta demanda no significa que los Demandados admiten, reconocen o insinúan que han hecho algo malo o ilícito.

4. ¿Cuánto puedo esperar recibir?

Los Demandados pagarán una suma total de \$280,000 (el “Valor máximo del acuerdo”), que incluye todos los pagos del acuerdo a los Miembros del grupo, los honorarios y las costas de abogados, los costos de administración del Acuerdo, un pago a la LWDA en virtud de la PAGA y los Pagos para el Representante del grupo.

Los registros de los Demandados indican que usted trabajó aproximadamente <<WorkWeek>> semanas laborales durante el Período del grupo. Según estos registros, su pago estimado como Miembro del grupo sería de \$<<ClassAward>>.

Los registros de los Demandados indican que trabajó aproximadamente <<WorkWeek>> períodos de pago durante el Período en virtud de la PAGA. Según estos registros, su pago estimado en virtud de la PAGA sería de \$<<PAGAAward>>.

Es su responsabilidad mantener actualizada la dirección en los registros del Administrador del acuerdo para asegurarse de recibir su Pago en virtud del Acuerdo. Debe notificar de inmediato al Administrador del acuerdo en caso de que se mudase o si su dirección postal cambiase.

En el anverso de cada cheque emitido para los pagos individuales a los miembros del Grupo de demandantes aparecerá la fecha en la que vence el cheque (la fecha de vencimiento). Si no lo cobrase antes de la fecha de vencimiento, su cheque se

cancelará de manera automática y el dinero se depositará en su nombre en el Fondo de propiedades no reclamadas de la Oficina del Contralor de California.

5. ¿Por qué los Demandados se unieron a este Aviso?

Los Demandados no admiten ningún reclamo invocado en la demanda y niegan adeudar dinero por alguno de los reclamos presentados en este caso. Los Demandados resuelven la Demanda como un compromiso. Los Demandados se reservan el derecho de objetar y defenderse ante cualquier reclamo en caso de que, por algún motivo, el Acuerdo no se concretase. El expediente del Tribunal contiene los documentos del Acuerdo con más información sobre la demanda.

6. ¿Quiénes son los Demandantes en esta Demanda colectiva?

Jonathan Elias y Gracie Rodríguez son los Demandantes y Representantes del grupo en esta Demanda colectiva. Actúan en su propio nombre y en nombre de los demás miembros del grupo, y representan sus intereses en calidad de representantes en virtud de la PAGA.

7. ¿Quiénes son los Abogados que representan a las Partes?

Abogados del grupo

Kevin T. Barnes, Esq.
LAW OFFICES OF KEVIN T. BARNES
1020 Parkside Commons, Suite 101-E
Greensboro, GA 30642-4519
Teléfono: (213) 793-9100
Correo electrónico: Barnes@kbarnes.com

Abogado A. Katri
LAW OFFICES OF RAPHAEL A. KATRI
8549 Wilshire Boulevard, Suite 200
Beverly Hills, CA 90211-3104
Teléfono: (310) 940-2034 / Fax: (310) 733-5644
Correo electrónico: RKatri@socallaborlawyers.com

Justin F. Marquez, abogado
Benjamin H. Haber, abogado
Arrash T. Fattahi, abogado
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Tel: (213) 381-9988/ Fax: (213) 381-9989
Correo electrónico: Justin@wilshirelawfirm.com

Abogados de la defensa

Justin G. Schmidt, abogado
Laurie M. Cortez, abogada
EMILIO LAW GROUP, APC
12832 Valley View St., Ste. 106
Garden Grove, CA 92845

8. ¿Cuáles son mis derechos? ¿Qué efecto tendrá esto sobre mis derechos?

Será representado por los Abogados del grupo, designados y aprobados por el Tribunal solo a los fines del Acuerdo.

Participar en el Acuerdo

De conformidad con el Acuerdo, usted recibirá **automáticamente** un pago en virtud del acuerdo, a menos que se excluyese al seguir el procedimiento de exclusión establecido más adelante.

En este Aviso de acuerdo de demanda colectiva se establece la cantidad total de semanas laborales que trabajó para los Demandados durante el Período del grupo. Su pago individual en virtud del acuerdo en calidad de Miembro del grupo se basará en dicha cantidad. Si considerase que la información incluida en este Aviso es correcta, entonces, no es necesario que realizara ninguna acción adicional para recibir su pago en virtud del Acuerdo.

Si considerase que la información sobre las semanas laborales indicada es incorrecta, debe impugnar la cantidad de semanas laborales por escrito y explicar por qué considera que las semanas laborales indicadas no son correctas. La impugnación relativa

a las semanas laborales se debe enviar por correo postal al Administrador del acuerdo (cuya información de contacto figura más adelante) y debe tener fecha de franqueo postal a más tardar del **25 de noviembre de 2024**. Debe enviar al Administrador del acuerdo la documentación pertinente que respalde la cantidad de semanas laborales que usted considera que trabajó durante el Período del grupo. Si se presentase una impugnación de las semanas laborales que trabajó, el Administrador del acuerdo revisará los registros para resolverla.

NOTA: A MENOS QUE IMPUGNASE LA INFORMACIÓN DE SEMANAS LABORALES ANTES INDICADAS O SE EXCLUYERE DEL ACUERDO, RECIBIRÁ DINERO EN VIRTUD DEL ACUERDO EN FUNCIÓN DE LOS MONTOS ANTES ESTABLECIDOS.

Si, en la actualidad, fuese empleado de los Demandados, su decisión respecto a si participa o no en este Acuerdo no tendrá ningún tipo de incidencia o impacto en su empleo.

Objetar el Acuerdo

Si deseara objetar el Acuerdo por escrito, debe presentar una Objeción por escrito en la que indicase por qué objeta el Acuerdo. La Objeción debe estar firmada por usted e incluir su nombre completo, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro Social. La Objeción se debe enviar por correo postal al Administrador del acuerdo (cuya información de contacto figura más adelante) y debe tener fecha de franqueo postal de, a más tardar, el **25 de noviembre de 2024**. No se considerarán las Objeciones que llegasen fuera del plazo establecido.

También puede, si lo deseara, comparecer en la Audiencia de aprobación definitiva programada para el 17 de enero de 2025 a las 8:30 a.m. en el Departamento C-74 del Tribunal superior del condado de San Diego, y manifestar sus objeciones al Tribunal y las Partes, independientemente de que hubiese enviado o no una objeción previa por escrito. Puede comparecer por su cuenta o a través de un abogado contratado por usted por su propia cuenta y gasto. La Audiencia de aprobación definitiva puede aplazarse a otra fecha sin que medie otro aviso.

SI OBJETA EL ACUERDO, RECIBIRÁ DE TODOS MODOS SU PARTE DEL ACUERDO SI EL TRIBUNAL LA APRUEBA.

Excluirse del Acuerdo

Si deseara excluirse de participar en el Acuerdo, debe completar y firmar una solicitud de exclusión por escrito al Administrador del acuerdo por correo postal a la dirección siguiente y solicitar ser excluido del Acuerdo. Para que su solicitud de exclusión pudiese considerarse como válida, debe estar firmada por usted e incluir su nombre, dirección, número de teléfono y los últimos cuatro dígitos de su número de Seguro social. Su Solicitud de exclusión también debe indicar claramente su deseo de ser excluido del Acuerdo. Para que se considerase que su Solicitud de exclusión llegó dentro del plazo establecido, se debe enviar por correo postal con fecha de franqueo postal de, a más tardar, el **25 de noviembre de 2024**. No se considerarán las Solicitudes de exclusión que llegasen fuera del plazo establecido.

Si enviase una Solicitud de exclusión completa y válida por correo postal dentro del plazo establecido, **dejará** de ser Miembro del grupo y no podrá objetar los términos del Acuerdo ni recibir dinero en virtud del Acuerdo, a excepción de la parte del acuerdo que se asignará a pagos de sanciones en virtud de PAGA. A excepción de la exención en virtud de PAGA, no estará obligado por los términos del Acuerdo y podrá proceder con los reclamos que tuviese, por su propia cuenta y gasto, contra los Demandados. Las personas que cumplieren con los requisitos de la definición de Miembros del grupo que se excluyesen del Grupo de manera conforme y hubiesen sido empleados durante el Período en virtud de PAGA recibirán de igual forma un pago cuyo valor equivaldrá a la parte estimada del Pago en virtud de PAGA correspondiente a dicha persona que fue incluida por el Administrador del acuerdo al calcular el Monto de reclamo y seguirán estando vinculadas por la exención en virtud de PAGA.

Efecto del Acuerdo sobre sus derechos

Una vez que el Tribunal emitiese la aprobación definitiva del Acuerdo, se considerará que todos los Miembros del grupo participantes han eximido a las Partes exoneradas de todo Reclamo exonerado y de todo Reclamo exonerado conforme a la ley PAGA, según se define a continuación. Ajeno al hecho de que una persona decidiese excluirse del Acuerdo, se considerará que todos los Miembros participantes conforme a la ley PAGA han eximido a las Partes exoneradas de todo Reclamo exonerado conforme a la ley PAGA.

“Partes exoneradas” se refiere a los Demandados y a sus agentes, ejecutivos, empleados, directores, propietarios, subsidiarias, afiliadas y compañías matrices.

Los “Reclamos eximidos” hacen referencia a todos los reclamos en virtud de la legislación estatal o local, ya sea una ley, disposición del *common law* o ley administrativa, conforme a derecho o equidad, por los reclamos invocados en el Aviso en virtud de la PAGA, en la Demanda y Primera Demanda Modificada en la Acción de Elías y todas las demandas interpuestas en la Acción de Rodríguez, basados en los alegatos fácticos de estas, que surgieran durante el Períodos del grupo, incluidos: todas los reclamos en virtud del Código Laboral de California, artículos 201 a 204, 216, 221, 226, 226.2, 226.7, 510, 516, 558, 1194, 1197, 1198, 2699 y 2751. El grupo del acuerdo renuncia además a los reclamos en virtud del artículo 17200 del Código Comercial y Profesional de California y la Ley General de Abogados Privados de California en caso de infracciones a los artículos correspondientes del Código Laboral de California mencionados en la sección que antecede, lo que incluye cualquier acción para obtener órdenes y mandatos judiciales, daños liquidados, intereses, honorarios y costos.

“Reclamos exonerados conforme a la ley PAGA” se refiere a la exención por parte de todos los Miembros del grupo de todos los reclamos de la PAGA que surjan o se relacionen con los artículos 201-204, 216, 221, 226, 226.2, 226.7, 510, 516, 558, 1194, 1197, 1198, 2699 y 2751 del Código Laboral de California, y del artículo 17200 del Código Comercial y Profesional de California, según se alega en el Aviso de la Paga, la Demanda y Primera demanda modificada de la Acción de Elías, desde el 12 de agosto de 2018 hasta el 31 de mayo de 2024. A la luz de la naturaleza vinculante de una sentencia en virtud de la PAGA sobre empleados no parte de conformidad con *Arias contra Superior Ct. (Diary)*, 46 Cal. 4th 969 (2009), los Miembros del grupo empleados por los Demandados a partir del 12 de agosto de 2018 que se excluyan de este Acuerdo seguirán recibiendo un Pago individual de la PAGA directamente del Administrador del acuerdo por el monto de la parte estimada del Pago de la PAGA de cada persona según lo calculado por el Administrador del Acuerdo.

Ajeno al hecho de que una persona decidiese excluirse del Acuerdo, se considerará que todos los Miembros participantes conforme a la PAGA han eximido a los Demandados de todo Reclamo exonerado conforme a la PAGA.

9. ¿Cómo se les pagará a los Abogados del grupo?

A los abogados de los Representantes del grupo y del Grupo del Acuerdo se les pagará del monto bruto del acuerdo. Los abogados solicitan \$93,333.33 en concepto de honorarios y, además, el reembolso de sus costos de litigio de hasta \$20,000. Los Demandantes solicitan Compensaciones por servicios que no superasen los \$10,000 para el Representante del grupo Jonathan Elías y \$10,000 para la Representante del grupo Gracie Rodríguez del Acuerdo por sus servicios en calidad de Representantes del grupo. De igual forma, las Partes aceptan que se asignarán \$10,000 para conciliar el reclamo en virtud de la PAGA, de los cuales \$7,500 se pagarán a la LWDA y los \$2,500 restantes se dividirán en partes iguales entre los Miembros del grupo y se incluirán en sus pagos de Compensación individual en virtud del Acuerdo. El Administrador del acuerdo estima que el costo de administración no superará los \$13,000. Todos estos montos se deducirán del monto bruto del acuerdo y el monto restante disponible se asignará para distribuciones a los Miembros del grupo que no se excluyesen.

10. ¿Qué sucede si perdiese mi cheque en virtud del Acuerdo?

Si perdiese o extraviase su cheque en virtud del Acuerdo antes de cobrarlo, el Administrador del acuerdo se lo sustituirá, siempre que solicitase el reemplazo antes de la fecha de vencimiento que figura en el anverso del cheque original. Si su cheque ya estuviese anulado, debe consultar al Fondo de propiedades no reclamadas en ucpi.sco.ca.gov o al (916) 445-5361 para recibir instrucciones sobre cómo recuperar los fondos.

SI NECESITARA MÁS INFORMACIÓN O TIENE ALGUNA PREGUNTA, puede llamar al Abogado del grupo, Kevin T. Barnes (323-549-9100) o enviarle un correo electrónico a barnes@kbarnes.com o llamar al Administrador del acuerdo usando la información de contacto indicada a continuación. Consulte con el Administrador del acuerdo.

TM One Settlement Administrator
C/o Rust Consulting, Inc.-8755
Po Box 2396
Faribault MN 55021-9096
(855) 491-1768

Website www.rustconsulting.com/cases/elias-v-tm-one

Encontrará una copia del Acuerdo de conciliación, así como las Mociones de aprobación preliminar y definitiva, en el sitio web del Administrador del acuerdo de TM One, que es (855) 491-1768.

NO LLAME POR TELÉFONO AL TRIBUNAL PARA OBTENER ASESORAMIENTO JURÍDICO O INFORMACIÓN SOBRE ESTE ACUERDO.

Por orden del Tribunal Superior del Condado de San Diego, Honorable Blaine K. Bowman.

Exhibit 2

Disbursement Detail

Printed: 12/10/2024

Firm Firm not entered
CaseID 21.015
Style Elias, Jonathan vs. TMONE, LLC

COURT COSTS

<u>Payee/Description</u>	<u>Description</u>	<u>Check No.</u>	<u>Check Date</u>	<u>Amount</u>
Janney & Janney	Janney & Janney	7836014-01	07/19/2023	43.50
Janney & Janney	Janney & Janney	8137959-01	09/11/2023	43.50
janney & janney	Courtesy copy	9326794-02	03/25/2024	289.00
Janney & Janney	e-filing	9335947-01	03/28/2024	63.50
Janney & Janney	courtesy copy	9335947-02	03/28/2024	85.50
OneLegal	One Legal	15487025	04/15/2024	50.00
One Legal	One Legal	15496773	04/17/2024	34.95
Janney & Janney	Janney & Janney	9778446-02	06/06/2024	292.00
Janney & Janney	Janney & Janney	9828965-01	06/13/2024	43.50
Janney & Janney	Janney & Janney	9828965-02	06/18/2024	100.50
Janney & Janney	Janney & Janney	9960405-01	07/11/2024	40.50
Janney & Janney	Janney & Janney	9981749	12/04/2024	44.25
				1,130.70

FILING FEES

<u>Payee/Description</u>	<u>Description</u>	<u>Check No.</u>	<u>Check Date</u>	<u>Amount</u>
Janney & Janney	Filing Fee	6926824-02	01/10/2023	85.00
Janney & Janney	Filing Fee	6926824-01	01/11/2023	43.00
One Legal	Filing Fee	14300818	01/31/2023	32.50
Janney & Janney	Filing Fee	7360119-02	04/03/2023	205.00
Janney & Janney	Filing Fee	7360119-01	04/04/2023	43.00
Janney & Janney	Filing Fee	7533551-02	05/08/2023	190.00
Janney & Janney	Filing Fee	7533551-01	05/09/2023	43.00
				641.50

ARBITRATION/MEDIATION FEES

<u>Payee/Description</u>	<u>Description</u>	<u>Check No.</u>	<u>Check Date</u>	<u>Amount</u>
Judicate West	Mediation	608542	02/06/2024	3,375.00
				3,375.00

EXPERT FEES

<u>Payee/Description</u>	<u>Description</u>	<u>Check No.</u>	<u>Check Date</u>	<u>Amount</u>
Berger Consulting Group	Berger Consulting Group	9823	03/14/2024	5,985.00
				5,985.00

COSTS

<u>Payee/Description</u>	<u>Description</u>	<u>Check No.</u>	<u>Check Date</u>	<u>Amount</u>
LWDA	Costs	20220106	01/06/2022	75.00
				75.00

TOTAL: **11,207.20**

Exhibit 3

TMONE
KTB TIMESHEET

<u>Date</u> <u>KB</u>	<u>Subject Matter</u>	<u>Time</u>	<u>Atty</u>
11/4/21	review new case memo/all docs	4.2	KB
11/5/21	tel with RK re new case, emails	1.1	KB
11/8/21	review P's personnel file, tel with new client and RK, emails	2.1	KB
11/10/21	emails	0.4	KB
11/11/21	review email/last paystub	0.3	KB
12/20/21	review notes/all docs, prepare New Case Data Sheet	3.3	KB
12/21/21	revise Data Sheet, emails re LWDA letter	1.5	KB
1/5/22	emails re LWDA letter	0.2	KB
1/6/22	revise LWDA letter, emails	0.8	KB
2/7/22	review P's personnel file, review arb, emails	2.5	KB
2/10/22	review P's personnel file, review arb agreement	1.1	KB
7/21/22	emails re complaint	0.3	KB
7/22/22	emails re arb, new complaint	2.2	KB
7/26/22	emails re complaint	0.3	KB
8/1/22	emails re class rep and complaint	0.40	KB
8/17/22	emails re case/service/demand	0.5	KB
10/26/22	emails	0.2	KB
11/10/22	emails re arb	0.30	KB
11/10/22	emails re motion to compel arb, review arb	0.9	KB
11/16/22	review motion to compel arb, emails	1.4	KB
4/3/23	review MTC oppo, emails	1.40	KB
4/7/23	review Notice, emails	0.20	KB
4/14/23	Review Reply; Correspondence re continued hrg	0.7	KB
4/25/23	Review new case for applicability	0.5	KB
4/25/23	emails re new authority, read case	0.90	KB
5/13/23	Review new case; Draft Notice of New Authority	1.2	KB
5/14/23	emails	0.20	KB
6/22/23	Review Reply; Draft hearing notes; Review TR	3	KB
6/25/23	Correspondence re disco responses	0.3	KB
6/26/23	emails re arb/FAC	1.30	KB
7/5/23	review reassignment, emails re CMC/FAC	0.50	KB
7/6/23	Review related cases; Research oppo to related cases	0.4	KB
7/6/23	review Notice of Related cases and stay, emails	1.10	KB
7/7/23	review/finalize FAC, emails	1.20	KB
7/11/23	emails, email to D atty re mediation	0.30	KB
7/12/23	vm to D atty, emails	0.30	KB
7/18/23	tel with D atty, memo to file	0.60	KB
7/30/23	emails	0.20	KB
8/4/23	review RK memo re new claims, respond	1.60	KB
8/8/23	emails with RK re new cause of action	0.50	KB
8/9/23	emails re Joint Statement	0.30	KB
8/28/23	emails re Joint Statement	0.40	KB
8/29/23	emails re statement	0.40	KB
8/30/23	emails, review/revise Joint Statement	1.10	KB
8/31/23	emails	0.20	KB
9/1/23	prep/attend CMC, tel with P atty Nathan, tel/vm's with Var/JW	2.80	KB
9/7/23	emails re mediation	0.50	KB

TMONE
KTB TIMESHEET

9/8/23	mediation emails	0.40	KB
9/11/23	mediation emails	0.40	KB
9/12/23	emails re mediation	0.50	KB
9/18/23	emails/docs with JW re mediation	0.60	KB
9/23/23	mediation emails with expert	0.30	KB
9/24/23	emails re mediation/billing	0.40	KB
	review JW's emails re mediation, emails re mediation		
9/25/23	data demand	0.70	KB
10/2/23	emails re mediation confirmation	0.30	KB
10/2/23	prepare mediation data demand, emails with co-counsel	2.90	KB
10/4/23	emails re data demand	0.30	KB
	review redlines to mediation data demand, revise/send,		
10/6/23	emails	0.90	KB
11/14/23	emails re answer to FAC and mediation data	0.90	KB
11/15/23	emails re mediation	0.30	KB
1/2/24	vm/emails re mediation data	0.30	KB
1/9/24	tel with D atty re mediation data, emails	0.40	KB
2/1/24	emails	0.20	KB
2/5/24	emails re data, emails re JW bill	0.30	KB
2/9/24	review D's data, emails	3.50	KB
	prepare memo to expert for mediation data analysis,		
2/10/24	review all 4 complaints, review all docs/claims, emails	5.10	KB
2/12/24	tel with expert, emails re data	0.70	KB
2/14/24	emails re data, prepare mediation brief	5.90	KB
	emails re data, tel with expert, review D's additional		
2/15/24	data	3.20	KB
	prepare mediation brief, review all exhibits, emails to co-		
2/19/24	counsel, text to expert	6.90	KB
2/20/24	emails re mediation data	0.30	KB
	review co-counsel's redlines to mediation brief,		
2/21/24	revise/finalize brief, emails	1.50	KB
2/27/24	prep for mediation, prepare opening/damage analysis	7.20	KB
2/28/24	prep/attend mediation, emails re SAC/to do	9.20	KB
2/29/24	memo to file	1.10	KB
3/1/24	emails with class rep	0.20	KB
3/4/24	revise SAC, emails	1.10	KB
3/4/24	emails with class rep	0.30	KB
3/5/24	further revise SAC, emails	0.40	KB
	emails re SAC/stip/orders, review/approve discovery,		
3/6/24	text mediator	1.70	KB
3/11/24	emails re other settlement	0.30	KB
3/15/24	emails re SAC/arb	0.30	KB
3/20/24	emails re motion to amend	0.30	KB
3/21/24	emails re motion date, emails w P re status	0.30	KB
3/22/24	emails re motion	0.30	KB
3/25/24	revise/finalize motion to amend/SAC, emails	2.10	KB
3/26/24	emails re stip	0.20	KB
4/1/24	review order/emails	0.20	KB
4/4/24	tel's with mediator re settlement; texts	0.90	KB

TMONE
KTB TIMESHEET

	emails re settlement/settlement docs, prepare MOU,		
4/5/24	send to co-counsel	1.60	KB
4/8/24	emails	0.20	KB
4/10/24	emails re MOU	0.30	KB
5/2/24	review/revise D's redlines to MOU, emails	0.50	KB
5/7/24	tel/emails with class rep	0.60	KB
5/8/24	tel/emails with class rep	0.50	KB
5/23/24	prepare settlement docs, prepare breakdown, emails	5.20	KB
6/3/24	prepare PA motion/KB Decl, emails	7.30	KB
	emails re declarations, emails re settlement agreement,		
6/5/24	revise KB decl, emails	0.90	KB
6/13/24	emails re signatures	0.30	KB
6/27/24	review PA order, emails	0.80	KB
7/1/24	prepare Amended Order, emails	0.50	KB
8/21/24	emails re PA Order	0.30	KB
8/28/24	review signed PA Order, emails	2.20	KB
8/30/24	emails	0.50	KB
9/16/24	emails re class list and FA order	0.40	KB
9/23/24	review formatted class notice, emails	0.70	KB
10/15/24	review Rust report, emails	0.30	KB
10/23/24	review Rust report, emails	0.20	KB
11/12/24	review Rust report, emails	0.30	KB
11/19/24	review admin report, emails	0.20	KB
11/27/24	review admin report	0.20	KB
12/10/24	review/approve admin decl, emails	0.60	KB
12/11/24	review all time entries, emails re lodestar	3.90	KB
12/14/24	<u>prepare final approval motion</u>	<u>5.30</u>	<u>KB</u>
KB TOTAL =		143.20	\$128,164.00

GL

12/21/21	Email from KB re datasheet	0.1	GL
12/28/21	Email from JL re datasheet	0.3	GL
12/30/21	Review/revise datasheet + email JL/VR	1.2	GL
1/5/22	Open file; draft LWDA; revise Datasheet	5.7	GL
1/6/22	Emails f/t KB/CD re LWDA + revise	0.4	GL
2/1/22	Emails from KB/SP re OPC info + review	0.4	GL
2/4/22	Email OPC re P's docs	0.1	GL
2/5/22	Emails from OPC re records production	0.1	GL
	Emails to/f OPC/VR/KB/RK re records production +		
2/7/22	review	0.5	GL
2/11/22	Emails to KB/VR re arb agt/docs	0.1	GL
2/12/22	Email from VR re arb agt	0.2	GL
2/14/22	Emails to/f KB re arb agt	0.1	GL
2/17/22	Email to KB re complaint	0.1	GL
3/30/22	Email KB re Viking arg	0.1	GL
3/31/22	Emails f/t KB re complaint/SOL	0.1	GL
6/20/22	Email VR re arb analysis	0.3	GL
7/15/22	Email from VR re PAGA claim	0.2	GL
7/18/22	Email from VR re new complaint	0.1	GL
7/20/22	Emails t/f KB re new complaint	0.1	GL
7/21/22	Email from KB re class vs. PAGA	0.1	GL
7/21/22	Emails f/t KB/RK/VR re PAGA/Class	0.3	GL
7/22/22	Email VR re class v. PAGA + tcw KB	0.3	GL

TMONE
KTB TIMESHEET

7/26/22	Draft Complaint Day 1	4.4	GL
7/26/22	Emails f/ KB/CD re complaint	0.1	GL
7/27/22	Finish complaint draft + email JL/KB	4.5	GL
7/28/22	Emails f/t RK/VR re complaint + revise	4.4	GL
7/29/22	Emails from/to CD/KB re complaint + calls to P	0.3	GL
8/1/22	Emails f/ KB/SP re P	0.1	GL
8/9/22	Tcw P + email P/CC	0.4	GL
8/10/22	Emails f/t P re complaint	0.2	GL
8/11/22	Finalize Complaint + emails t/f RK/CD	0.4	GL
8/15/22	Emails f/t CD/KB re service	0.2	GL
8/17/22	Emails from CD/OPC re service of complaint	0.1	GL
8/17/22	Emails from OPC/KB re complaint	0.2	GL
8/24/22	Emails t/f OPC/CD re service	0.1	GL
8/30/22	Email f/t OPC/CD re service	0.1	GL
8/30/22	Email from CD re ack	0.1	GL
9/2/22	Emails f/t OPC/CD re Ntx of Ack	0.2	GL
9/6/22	Emails from/to CD re complaint response	0.1	GL
9/12/22	Draft/serve Disc1	0.7	GL
10/17/22	Emails f/t KB/OPC re complaint response	0.2	GL
10/18/22	Email f/t RTS/OPC re email re complaint response	0.1	GL
10/26/22	Email to OPC re complaint response/Disc1	0.3	GL
11/2/22	Emails t/f OPC re discovery/arb	0.3	GL
	Email from OPC re Rodriguez complaints +		
11/3/22	research/review	0.4	GL
11/4/22	Emails f/t OPC/VR re arb agt	0.3	GL
11/4/22	Emails from/to OPC/VR re arb agreement + review	0.3	GL
11/8/22	Email to OPC re arb agt	0.2	GL
11/10/22	Email to OPC re Disc1	0.1	GL
	Emails f/t Crt/VR/OPC/CD re D's M2CompelArb/M2C		
11/11/22	Disc + review	0.7	GL
11/14/22	Emails f/t CD/VR re M2Compel discovery	0.2	GL
11/14/22	Review arb docs + email VR	0.4	GL
11/16/22	Email from OPC re M2Compel Arb #2	0.2	GL
11/23/22	Email from/to VR re privacy law research	0.1	GL
11/29/22	Email f/t JL re status letter + revise	0.2	GL
11/30/22	Email from JL re status	0.1	GL
12/2/22	Emails to/f VR re status	0.2	GL
1/4/23	Email from CD re notice + review	0.1	GL
1/4/23	Emails f/t CD re Ntx of Assoc + review/revise	0.3	GL
	Emails f/t CD re CMC Stmtnt/M2CompelArb +		
1/9/23	review/revise	0.3	GL
1/11/23	Emails from/to Crt/CD/OPC re D CMC Stmtnt + review	0.3	GL
1/30/23	Email to KB re Stip re CMC	0.1	GL
1/31/23	Emails f/t CD re CMC Order	0.2	GL
3/8/23	Email from VR re Opp	0.1	GL
3/10/23	Emails f/t VR re Opp	0.3	GL
3/12/23	Email from VR re P decl	0.1	GL
3/22/23	Emails from VR re P contact	0.1	GL
3/23/23	Email VR re P + texts w/ P	0.2	GL
3/25/23	Emails from P re decl	0.1	GL
3/26/23	Research and draft Oppo to MTC Arb	8	GL
3/26/23	Email from VR re P decl	0.1	GL

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3/27/23	Research and draft Oppo to MTC Arb	9	GL
3/27/23	Email VR re P decl	0.1	GL
3/27/23	Emails from CC/VR re arb	0.2	GL
3/28/23	Email to P re Decl	0.1	GL
3/30/23	Tcw P + emails t/f P/VR re decl	0.3	GL
4/2/23	Research and draft Oppo to MTC Arb	9	GL
	Emails f/t VR/CD re Opp re M2CompelArb +		
4/3/23	review/revise	1.3	GL
4/7/23	Tcw OPC + emails f/t OPC/VR re hearing date	0.2	GL
4/10/23	Emails from Crt/OPC/KB/CD re continuance	0.1	GL
4/12/23	Mail from Crt re continued CMC	0.1	GL
4/13/23	Emails t/f OPC/VR re Opposition	0.2	GL
4/14/23	Emails f/t Court/VR re D's Reply + review	0.7	GL
4/25/23	Emails from VR/KB re new arb decisions	0.2	GL
5/5/23	Emails f/t VR/CD re Ntx of New Authority + rev/rev	0.3	GL
5/30/23	Email f/ JL re status letter	0.1	GL
6/5/23	Email t/ JL re status letter + review/revise	0.2	GL
6/21/23	Emails f/t VR re J	0.1	GL
6/22/23	Emails f/t CD/VR re M2Compel Arb + prep for hearing	0.8	GL
6/22/23	Emails f/t VR/CD re hearing + prep	1.3	GL
6/23/23	Emails f/t CD re hrg + prep + attend	1.7	GL
6/25/23	Emails f/t KB re amended complaint	0.3	GL
7/5/23	Emails f/t CD/KB re reassignment, new hearing, FAC	0.4	GL
7/6/23	Draft FAC w/ class claims + emails t/f KB/VR/JL	2.8	GL
7/6/23	Email KB re FAC/Rodriguez case	0.3	GL
7/7/23	Emails from CD/KB re FAC	0.1	GL
7/11/23	Email f/t KB re Rodriguez attorneys	0.1	GL
7/11/23	Email from KB re mediation	0.1	GL
7/11/23	Emails f/t KB re Casesheet	0.1	GL
7/18/23	Email from KB re OPC call	0.2	GL
7/30/23	Email from KB re mediation	0.1	GL
8/8/23	Email from KB re new case	0.1	GL
8/8/23	Email f/t KB re new c/a	0.1	GL
8/9/23	Emails from CD/KB re Status Conf Strmnt	0.1	GL
8/24/23	Draft Statement + email KB	0.6	GL
	Emails to KB/OPC re Statement + tcw KB (LM) + revise		
8/25/23	Statement	0.3	GL
9/1/23	Emails from KB/VF re mediation with Gail Glick	0.1	GL
9/5/23	Emails from KB/Med re Glick dates	0.1	GL
	Email KB re various issues re		
9/6/23	CMC/Discovery/mediation	0.4	GL
9/6/23	Email OPC re FAC response deadline	0.1	GL
9/6/23	Emails from KB/Med re dates	0.1	GL
9/7/23	Email from KB re discovery, etc.	0.1	GL
9/7/23	Email from KB re mediation fees	0.1	GL
9/7/23	Emails from KB/OPC/Med re mediation dates	0.2	GL
9/8/23	Email from Med re invoice	0.1	GL
9/11/23	Emails from KB/Med re mediation	0.1	GL
9/12/23	Emails f/t KB/Med re captions	0.2	GL
9/14/23	Email from KB re mediation confirmation	0.1	GL
9/22/23	Emails from Med/KB re info	0.1	GL
9/22/23	Emails from JL/JG re JG engagement	0.1	GL

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9/24/23	Email from KB re mediation data request	0.1	GL
9/25/23	Email from JL re mediation data request	0.1	GL
9/28/23	Email from JL re mediation data request + review	0.3	GL
10/2/23	Email from KB re mediation request	0.1	GL
10/2/23	Emails from OPC/CD re mediation confirmation	0.1	GL
10/4/23	Email s from KB/CC re mediation request	0.1	GL
10/6/23	Email OPC re Answer	0.3	GL
10/6/23	Emails from KB/CC re mediation request	0.3	GL
10/11/23	Emails from/to Crt/OPC re Answer + review	0.2	GL
10/19/23	Email OPC re Answer	0.1	GL
11/13/23	Email to KB re mediation request + FAC response	0.2	GL
11/14/23	Email from Crt / to KB re Answer to FAC + review	0.2	GL
11/14/23	Emails f/t KB re stay/FAC	0.3	GL
11/15/23	Email from KB re class size/mediation	0.1	GL
12/1/23	Email KB re class count	0.1	GL
12/3/23	Emails from KB re CM count	0.1	GL
12/26/23	Email KB re class size/mediation	0.2	GL
1/2/24	Emails from KB re class member count	0.1	GL
1/9/24	Email from KB re mediation data	0.1	GL
1/16/24	Email from KB re mediation docs	0.1	GL
1/29/24	Email from KB re mediation docs	0.1	GL
2/5/24	Email from KB re mediation docs	0.1	GL
2/9/24	Email from KB re mediation data	0.1	GL
2/9/24	Emails from OPC/KB/to JL re mediation data + review	0.6	GL
2/10/24	Email from KB re expert review of docs	0.2	GL
2/11/24	Email KB/JL re mediation docs	0.2	GL
2/12/24	Emails from JG/KB re analysis	0.1	GL
2/14/24	Email from KB re mediaton data	0.1	GL
2/15/24	Emails f/t JL re expert data	0.1	GL
2/15/24	Emails f/t OPC/JL/JG re mediation docs + review	0.4	GL
2/19/24	Emails from KB re mediation brief + review	0.7	GL
2/20/24	Emails f/t JL re P info	0.1	GL
2/20/24	Emails from JG/JL/KB re mediation data	0.1	GL
2/20/24	Emails from KB/JL re mediation brief	0.1	GL
2/21/24	Email from JW re login	0.1	GL
2/21/24	Emails from CC/KB re mediation brief	0.1	GL
2/22/24	Emails from JL/EB re admin estimate	0.1	GL
2/22/24	Emails from KB/JL re mediation brief + review	0.3	GL
2/23/24	Email from JG re mediation analysis + review	0.3	GL
2/26/24	Email from EB re admin estimate + review	0.1	GL
2/28/24	Emails from JL re damage analysis + review	0.3	GL
2/28/24	Prep for / attend mediation + emails	7.9	GL
2/29/24	Email from CD re Stip re SAC	0.1	GL
2/29/24	Email from KB re analysis	0.1	GL
2/29/24	Email from KB re Patterson case + research	0.7	GL
3/4/24	Emails f/t KB/JL re SAC	0.2	GL
3/5/24	Emails f/t JL/KB re SAC + review/research	0.4	GL
3/5/24	Emails f/t KB/JL re SAC + review/revise	0.8	GL
3/6/24	Email f/t JL re Disc1 + review/revise	0.3	GL
3/6/24	Emails f/t KB/JL re SAC/Disc1	0.1	GL
3/11/24	Email JL/KB re Patterson case + addl research	0.3	GL
3/15/24	Emails f/t VR re FAC/RL v SAC	0.2	GL

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3/15/24	Emails from/to KB/VR re M4Leave to File SAC	0.1	GL
3/20/24	Emails from/to KB/CD/VR re M2Amend	0.1	GL
3/23/24	Email from VR re M4Leave + review	0.4	GL
3/24/24	Email from VR re M2Amend + review	0.5	GL
3/24/24	Email KB re M4Leave + CMC/Stip	0.3	GL
3/25/24	Email from CD re service of M4Leave	0.1	GL
3/25/24	Email from KB re M4Leave	0.1	GL
3/25/24	Emails f/t CD/OPC re Stip re CMC + review	0.2	GL
3/26/24	Email from CD re Stip re M4Leave	0.1	GL
4/1/24	Email from/to CD re CMC	0.1	GL
4/5/24	Email from CD re MOU	0.1	GL
4/5/24	Emails f/ Med/KB/CC re settlement	0.2	GL
4/5/24	Emails f/t CD re Stip re hearings + review/revise	0.3	GL
4/5/24	Emails from KB/OPC re MOU/Crt appearances + review	0.2	GL
4/10/24	Emails f/ KB/OPC re settlement agreement issues	0.2	GL
4/11/24	Email from CD re Stip re CMC	0.1	GL
4/11/24	Emails f/t CD/OPC re Stip re CMC	0.1	GL
4/17/24	Email from KB re settlement	0.1	GL
4/17/24	Emails f/t CD re CMC	0.1	GL
4/24/24	Email from KB re MOU	0.1	GL
4/25/24	Email from OPC re MOU	0.1	GL
4/29/24	Emails from/to OPC/KB re MOU + review	0.2	GL
4/30/24	Email from OPC re redlined MOU + review	0.1	GL
5/2/24	Email from KB re MOU	0.1	GL
5/6/24	Emails from OPC/KB/CC re signed MOU	0.1	GL
5/8/24	Emails from CD/OPC re MOU	0.2	GL
5/23/24	Emails from KB/OPC re settlement docs + review	0.2	GL
5/28/24	Email f/t KB re settlement docs/PAH	0.1	GL
5/31/24	Email from KB re settlement docs	0.1	GL
6/3/24	Emails from KB/to VR re settlement docs	0.1	GL
6/5/24	Email from CD re service of M4PA	0.1	GL
6/5/24	Email from KB re settlement decls	0.1	GL
6/5/24	Emails from KB re Mtx/settlement signatures	0.1	GL
6/6/24	Email from CD re signed settlement agt	0.1	GL
6/12/24	Emails from CC/CD re settlement docs	0.1	GL
6/13/24	Email from CD re KB Supp Decl	0.1	GL
6/13/24	Emails from KB re settlement docs	0.1	GL
6/27/24	Email from CD re PAH	0.1	GL
6/27/24	Email from CD/KB/OPC re PAD TR	0.3	GL
7/8/24	Email from CD re proposed order	0.1	GL
8/27/24	Emails from CD/EB re PAH	0.1	GL
8/28/24	Emails from KB/EB re signed order	0.1	GL
9/23/24	Emails f/t CD re FAH	0.1	GL
10/18/24	Tcw P re status + email KB	0.3	GL
12/11/24	Email from KB re lodestar	0.10	GL
12/12/24	<u>Email to KB re lodestar + calc</u>	<u>0.30</u>	<u>GL</u>
GL TOTAL =		100.80	\$80,136.00
KTB TOTAL =		244.00	\$208,300.00

Exhibit 4

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11 Attorneys for Plaintiffs ROSA CANTU and
12 SANDRA CHU

13 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES
15

16 ROSA CANTU AND SANDRA CHU,
17 individually and on behalf of others similarly
situated,

18 Plaintiffs,

19 vs.

20 PACIFIC BELL TELEPHONE COMPANY
d/b/a AT&T CALIFORNIA, and Does 1 through
21 100, inclusive,

22 Defendants.
23
24
25
26
27
28

Case No.: BC441237

CLASS ACTION [Code Civ. Proc. § 382]

REPRESENTATIVE ACTION
[Labor Code § 2698, *et seq.*]

**DECLARATION OF RICHARD M. PEARL
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AN AWARD
OF REASONABLE ATTORNEYS' FEES
AND COSTS**

Date: February 4, 2011
Time: 9:00 a.m.
Dept: 324
Judge: Emilie H. Elias

1 I, Richard M. Pearl, declare:

2 1. I make this Declaration of my own personal knowledge, and if called to testify, I could
3 and would testify competently to the matters stated herein.

4 A. Background

5 2. I am a member in good standing of the California State Bar. I am in private practice as
6 the principal of my own law firm, the Law Offices of Richard M. Pearl. I specialize in issues related to
7 court-awarded attorneys' fees, including the representation of parties in fee litigation and appeals,
8 serving as an expert witness, and serving as a mediator and arbitrator in disputes concerning attorneys'
9 fees and related issues. In this case, I have been asked by Plaintiffs' counsel to express my expert
10 opinion regarding their claim for reasonable attorneys' fees.

11 3. Briefly summarized, my background is as follows: I am a 1969 graduate of Boalt Hall
12 School of Law, University of California, Berkeley, California. After graduation, I spent fourteen years
13 in federally-funded legal services programs before going into private practice in 1982. From 1977 to
14 1982, I was Director of Litigation for California Rural Legal Assistance, Inc., a statewide legal services
15 program with more than fifty attorneys. Since April 1987, I have been a sole practitioner in the San
16 Francisco Bay Area. Martindale Hubbell rates my law firm "AV." I also have been selected as a
17 Northern California "Super Lawyer" in Appellate Law for 2005, 2006, 2007, 2008, and 2010. A copy
18 of my Resume is attached hereto as Exhibit A.

19 4. Since 1982, my practice has been a general civil litigation and appellate practice, with an
20 emphasis on cases and appeals involving court-awarded attorneys' fees. I have lectured and written
21 extensively on court-awarded attorneys' fees. I have been a member of the California State Bar's
22 Attorneys Fees Task Force and have testified before the State Bar Board of Governors and the
23 California Legislature on attorneys' fee issues. I am the author of California Attorney Fee Awards, (3d
24 ed Cal. CEB 2010). I also was the author of California Attorney Fee Awards, 2d Ed. (Calif. Cont. Ed.
25 of Bar 1994), and its 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007,
26 and 2008 Supplements. This treatise has been cited by the California appellate courts on more than 35
27 occasions. I also authored the 1984, 1985, 1987, 1988, 1990, 1991, 1992, and 1993 Supplements to its
28 predecessor, CEB's California Attorney's Fees Award Practice. In addition, I authored a federal

1 manual on attorneys' fees entitled Attorneys' Fees: A Legal Services Practice Manual, published by the
2 Legal Services Corporation. I also co-authored the chapter on "Attorney Fees" in Volume 2 of CEB's
3 Wrongful Employment Termination Practice, 2d Ed. (1997).

4 5. More than 90% of my practice is devoted to issues involving court-awarded attorney's
5 fees. I have been counsel in over 140 attorneys' fee applications in state and federal courts, primarily
6 representing other attorneys. I also have briefed and argued more than 40 appeals, at least 25 of which
7 have involved attorneys' fees issues. In the past ten or so years, I have successfully handled four cases
8 in the California Supreme Court involving court-awarded attorneys' fees: (1) *Delaney v. Baker* (1999)
9 20 Cal. 4th 23, which held that heightened remedies, including attorneys' fees, are available in suits
10 against nursing homes under California's Elder Abuse Act; (2) *Ketchum v. Moses* (2001) 24 Cal. 4th
11 1122, which held, inter alia, that contingent risk multipliers remain available under California attorney
12 fee law, despite the United States Supreme Court's contrary ruling on federal law (note that in
13 *Ketchum*, I was primary appellate counsel in the Court of Appeal and "second chair" in the Supreme
14 Court); (3) *Flannery v. Prentice* (2001) 26 Cal. 4th 572, which held that in the absence of an agreement
15 to the contrary, statutory attorneys' fees belong to the attorney whose services they are based upon; and
16 (4) *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553, which I handled, along with trial counsel,
17 in both the Court of Appeal and Supreme Court. I also successfully represented the plaintiffs in a
18 previous attorneys' fee decision in the Supreme Court, *Maria P. v. Riles* (1987) 43 Cal. 3d 1281, and
19 represented amicus curiae, along with Richard Rothschild, in the Supreme Court's most recent fee
20 decision, *Vasquez v. State of California* (2009) 45 Cal. 4th 243. I also have handled several Ninth
21 Circuit attorneys' fees matters, including *Davis v. City & County of San Francisco* (9th Cir. 1992) 976
22 F.2d 1536, *Mangold v. CPUC* (9th Cir. 1995) 67 F.3d 1470, *Velez v. Wynne* (9th Cir. 2007) 2007 U.S.
23 App. LEXIS 2194, and *Camacho v. Bridgeport Financial, Inc.* (9th Cir. 2008) 523 F.3d 973. See
24 Exhibit A.

25 **B. Plaintiffs' Counsel's Rates**

26 6. I have been asked by Plaintiffs' counsel to submit this declaration in support of
27 Plaintiffs' Motion for Final Approval of Class Action Settlement and an Award of Reasonable
28 Attorneys' Fees and Costs. I submit this declaration to provide the Court information concerning

1 hourly rates for attorneys in the San Francisco Bay Area, and in particular to provide information
2 demonstrating that the hourly rates requested by Plaintiffs' counsel in this matter are within the range of
3 market rates being charged in the San Francisco Bay Area and the San Diego market for similar
4 services, i.e. handling and trying complex class actions on behalf of employees against large employers
5 like Pacific Bell Telephone Company in this case.

6 7. I understand that Plaintiffs' counsel are requesting an award of attorneys' fees at the
7 following rates:

8 a. Goldstein Demchak Baller Borgen & Dardarian, Oakland, CA

9

Name	Grad Year	Billing Rate
Roberta L. Steele	1993	\$600
Laura L. Ho	1994	\$600
Joseph E. Jaramillo	1995	\$550
Senior Paralegal		\$195
Paralegal		\$150

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13 b. GraceHollis LLP, San Diego, CA

14

Name	Grad Year	Billing Rate
Graham S.P. Hollis	1985	\$600
Marta Manus	2008	\$375
Senior Paralegal		\$170

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17 8. Through my writing and practice, I have become familiar with the non-contingent
18 market rates charged by attorneys in California and elsewhere. This familiarity has been obtained in
19 several ways: (1) by handling attorneys' fee litigation; (2) by discussing fees with other attorneys;
20 (3) by obtaining declarations regarding prevailing market rates in cases in which I represent attorneys
21 seeking fees; and (4) by reviewing attorneys' fee applications and awards in other cases, as well as
22 surveys and articles on attorney's fees in the legal newspapers and treatises.

23 9. The information I have gathered, some of which is summarized below, shows that the
24 rates requested by Plaintiffs' counsel in this case are well in line with the non-contingent market rates
25 charged by litigation attorneys of similar qualifications and experience in San Francisco, San Diego,
26 and similar markets.

27 ///

28 ///

1 c. **Rates found reasonable in other cases.**

2 Set forth below are rates that were awarded by the courts in the following cases:

3 **2010 Rates**

4 (1) *Savaglio, et al. v. WalMart*, Alameda County Superior Court No. C-835687-7,
5 Order Granting Class Counsel's Motion for Attorneys' Fees, filed September 10, 2010, a wage
6 and hour class action, in which the court found the following hourly rates reasonable (before
7 applying a 2.36 multiplier):

8

Years of Experience	Rate
51	\$875
39	\$750
38	\$600
33	\$775
25	\$550
23	\$650
21	\$625
19	\$610
18	\$600
17	\$585
16	\$570
15	\$560
14	\$550
13	\$525
12	\$515
11	\$510
10	\$505
9	\$500
7	\$460
4	\$435
Law Clerks	\$125-\$260

11 **2009 Rates**

12 (1) *Center for Biological Diversity v. California Fish & Game Commission, San*
13 *Francisco Superior Court* No. CPF-08-508759, Order Granting Petitioners' Motion for Attorneys' Fees,
14 filed December 1, 2009, in which the court found reasonable the following hourly rates:

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Years of Experience	Rate
25	\$650
8	\$375
4	\$250
Law Clerks	\$150

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(2) *Kashmiri et al v. Regents of U.C.*, San Francisco Superior Court, Order Granting Plaintiffs' Motion for Common Fund Attorneys' Fees and Expenses, filed September 30, 2008, in which the court found the following rates reasonable, plus a 3.7 lodestar multiplier:

Years of Experience	Rate
40	\$750
22	\$690
14	\$590
7	\$420
4	\$345
2	\$295
Law Clerks	\$200
Paralegals	\$195

(4) *Environmental Law Foundation v. Laidlaw Transit, Inc.*, San Francisco Superior Court No. CGC-06-451832, Order Granting Motion for Court Approval of Parties Joint Stipulated Judgment, filed September 22, 2008, in which the court found the following hourly rates reasonable in a Proposition 65 action, plus a 1.25 multiplier:

Years of Experience	Rate
29	\$750
26	\$700
24	\$700
23	\$650
18	\$650
16	\$625
14	\$600
10	\$560
9	\$495-\$575
8	\$475
7	\$450
6	\$395
4	\$325
2	\$300
1	\$250
Paralegals	\$145-\$175
Interns	\$125

(5) *Gardner v. Schwarzenegger*, Alameda County Superior Court No. RG06-278911, Order After Hearing filed April 20, 2009, aff'd by unpublished opinion, 2010 Cal. App. Unpub. LEXIS 1240, in which the court found the following 2008 rates reasonable, plus a 1.75 multiplier:

Years of Experience	Rate
17	\$640
14	\$590
8	\$445
Paralegal	\$170

a. **Rate Information from Surveys and Other Cases.**

I have reviewed numerous declarations and depositions filed in other cases, as well as various surveys of legal rates. These include the Westlaw CourtExpress Legal Billing Reports for May, August, and December 2009 (attached hereto as Exhibit B). These sources show the hourly rates for litigation undertaken on a non-contingent basis by the following California law firms, listed in alphabetical order:

Altshuler Berzon LLP

2009 Rates:

Years Experience	Rate
32	\$775
15	\$625
8	\$475
Law Clerks	\$200
Paralegals	\$195

2007 Rates:

Years Experience	Rate
23	\$700
15	\$550
5	\$325
Paralegals	\$155-\$190

Cooley Godward Kronish LLP

2008 Rates:

Years Experience	Rate
Partners	\$525-\$980
Associates	\$285-\$570

2007 Rates:

Years Experience	Rate
Partners	\$470-\$875 (average \$673)
Associates	\$250-\$555 (average \$403)

Coughlin Stoia Geller Rudman & Robbins, LLP

2007 Rates:

Years Experience	Rate
42	\$700
19	\$650
14	\$650
14	\$600
13	\$585
11	\$510
6	\$460
5	\$285

Duane Morris LLP

2009 Rates:

Years Experience	Rate
Partners	\$325-\$795
Associates	\$225-\$450

Epstein Becker & Green LLP

2009 Rates:

Years Experience	Rate
Partners	\$350-\$855
Associates	\$180-\$475

Fenwick & West

2007 Rates:

Years Experience	Rate
Partners	\$500-\$775 (average \$590)
Associates	\$245-\$500 (average \$370)

Hadsell Stormer

2009 Rates:

Years Experience	Rate
35	\$775
20	\$575

Howard, Rice, Nemerovski, Canady, Falk & Rabkin

2008 Rates:

Years Experience	Rate
Partners	\$515-\$795
Associates	\$275-\$510

2007 Rates:

Years Experience	Rate
Partners	\$495-\$775
Associates	\$275-\$485

Litt, Estuar, Harrison & Kitson, LLP

2009 Rates:

Years Experience	Rate
39	\$800
16	\$550
3	\$320
2	\$285
Paralegals	\$125-\$235
Law Clerks	\$225

Loeb & Loeb

2009 Rates:

Years Experience	Rate
Partners	\$475-\$950
Associates	\$285-\$450

2008 Rates:

Years Experience	Rate
Partners	\$450-\$925
Associates	\$260-\$500

2007 Rates:

Years Experience	Rate
Partners	\$475-\$875 (average \$606)
Associates	\$240-\$500 (average \$400)

Manatt, Phelps & Philips

2009 Rates:

Years Experience	Rate
Partners	\$495-\$850
Associates	\$250-\$505

2008 Rates:

Years Experience	Rate
Partners	\$495-\$850
Associates	\$290-\$505

2007 Rates:

Years Experience	Rate
Partners	\$520-\$785 (average \$600)
Associates	\$265-\$480 (average \$395)

Morrison Foerster

2009 Rates:

Years Experience	Rate
24	\$750

2008 Rates:

Years Experience	Rate
45	\$675
36	\$725
33	\$785
14	\$650
12	\$600
9	\$560
7	\$535
5	\$485
1	\$520
Paralegals	\$185- \$230

2007 Rates:

Years Experience	Rate
44	\$675
11	\$550
8	\$520
6	\$475
3	\$250

O'Melveny & Myers

2009 Rates:

Years Experience	Rate
36-37	\$860-\$950
21	\$820
16-18	\$700-\$710
14	\$595-\$675
10	\$590
8	\$565
7	\$540-\$565
5-6	\$480-\$520
2-4	\$395-450
Paralegals	\$225-310

Reed Smith

2008 Rates:

Years Experience	Rate
Partners	\$375-\$900 (average \$626)
Associates	\$235-\$580 (average \$423)

2007 Rates:

Years Experience	Rate
Partners	\$350-\$825 (average \$558)
Associates	\$200-\$510 (average \$374)

Rudy, Exelrod & Zieff

2009 Rates:

Years Experience	Rate
Partners 31	\$700
Associates 3	\$305

2007 Rates:

Years Experience	Rate
Partners 29 12	\$700 \$500
Associates 10 8	\$400 \$330
Law Clerk	\$200
Paralegal	\$150

Schonbrun, DeSimone, Seplow, Harris & Hoffman

2009 Rates:

Years Experience	Rate
33	\$750
25	\$625
24	\$625
8	\$375
6	\$370
Paralegals	\$125

Sheppard, Mullin, Richter & Hampton

2008 Rates:

Years Experience	Rate
Partners	\$475-\$795
Associates	\$275-\$455

2007 Rates:

Years Experience	Rate
Partners	\$425-\$795
Associates	\$260-\$550

Townsend and Townsend and Crew

2009 Rates:

Years Experience	Rate
Partners	\$480-\$750
Associates	\$260-\$460

Winston & Strawn

2009 Rates:

Years Experience	Rate
Partners	\$400-\$995
Associates	\$210-\$670

10. The hourly rates set forth above pertain largely to law firms headquartered in the San Francisco Bay Area and Los Angeles. To the extent those law firms handle cases in other jurisdictions, like San Diego, they almost always charge the same rates that they do for litigation in the Bay Area. To the extent Plaintiffs' claim is based upon San Diego rates, however, I also am of the opinion that they are in line with the rates charged by lawyers of comparable skill, experience, and reputation for comparable work, *i.e.*, complex representative litigation in San Diego. I base that opinion on the following facts:

a. In a report filed with the California Public Utilities Commission (attached as Exhibit C), the San Diego Gas & Electric Co. reported that in 2003, it hired outside counsel at rates of from \$477-625 per hour for partners with 13 or more years experience, \$435 per hour for partners with 8-12 years of practice, and \$239-425 per hour for associate attorneys with up to 7 years of practice. Hourly rates have increased significantly since then.

b. San Diego law firm Luce, Forward, Hamilton & Scripps reports that in 2010, its partner rates ranged from \$350 to \$670 per hour, and its associate rates ranged from \$245 to \$445 per hour. In 2009, its partner rates ranged from \$360 to \$650 per hour, and its associate rates ranged from \$240 to \$540 per hour.

11. My research regarding attorneys' fees in California has indicated a consistent increase in fees over the last several years. Most firms increased their rates over these periods. Consistent with this market, I raised my rates in 2009 and 2010, and will raise it again in 2011, to reflect both the

1 demand for my services and inflation in costs and legal rates; my rate is still significantly less than
2 many attorneys with comparable experience, expertise, and skills at other firms.

3 12. The hourly rates set forth above are those charged where full payment is expected
4 promptly upon the rendition of the billing and without consideration of factors other than hours and
5 rates. If any substantial part of the payment were to be deferred for any substantial period of time, for
6 example, or if payment were to be contingent upon outcome or any other factor, the fee arrangement
7 would be adjusted accordingly to compensate the attorneys for those factors.

8 13. In my experience, fee awards are almost always determined based on current rates, i.e.,
9 the attorney's rate at the time a motion for fees is made, rather than the historical rate at the time the
10 work was performed. This is a common and accepted practice to compensate attorneys for the delay in
11 being paid.

12 **C. Plaintiffs' Counsel's Requested Percentage Fee**

13 14. I understand that Plaintiffs request an award of fees under the common fund doctrine as a
14 percentage of the fund recovered in this litigation sufficient to provide them with a reasonable fee. This
15 is an appropriate request because this is a fully-paid, non-reversionary settlement in which the value of
16 the class recovery is fully monetized at \$2,000,000, inclusive of fees, expenses, and settlement
17 administration costs. Under these circumstances, courts award fees as percentages of the common fund
18 where they are in line with the range of fees freely negotiated in the legal marketplace in comparable
19 litigation.

20 15. Based on the information I have gathered and my own experience and expertise, it is my
21 opinion that the 33 1/3% common fund fee recovery requested by Class Counsel is, in the
22 circumstances of this case, reasonable and consistent with awards approved by other California state
23 courts reviewing class action settlements, based on the factors discussed below.

24 16. My opinion is based in part on the fact that, as a common fund case with the fund
25 consisting of \$2 million, Plaintiffs' claimed fee of 33 1/3% is entirely consistent with the legal
26 marketplace for attorneys' services in contingency fee cases involving similar financial recoveries. In
27 the course of my practice, I have become familiar with the contingency fee percentages charged by law
28 firms to sophisticated institutional clients in large damage cases. Based on that knowledge and my

1 experience in the attorneys' fees field generally, it is my opinion that if competent and experienced
2 attorneys and a sophisticated client were to negotiate a contingency fee agreement under the
3 circumstances where (a) a high risk, complex case was being contemplated, (b) it is anticipated that the
4 opposition would be vigorous, and (c) the attorneys would not be paid unless and until they were able to
5 obtain significant relief for the client, the sophisticated client would be more than willing to enter into a
6 retainer agreement under which the client would pay only the litigation out-of-pocket costs, and the
7 attorneys could reasonably expect to recover 5% to 35% of the total value of any recovery as fees.

8 17. An award of 33 1/3% of the common fund requested by Class Counsel here is consistent
9 with legal marketplace for attorneys' services in contingency fee cases because of (a) the high risk
10 involved in litigating an incentive compensation plan case on behalf of nearly 100 California
11 employees; (b) the vigorous defense presented by the large defense firm that represents Defendant here;
12 (c) the relatively small size of the common fund, which weighs toward a higher percentage; and (d) the
13 fact that here, unlike in the paradigm market practices situation described in the previous paragraph,
14 Class Counsel were obligated to advance the substantial litigation costs on a contingent basis with risk
15 of delay in repayment as well as possible non-repayment, and to represent Plaintiffs through appeal of
16 any judgment in this case. This award would also be appropriate to encourage settlement, reward
17 counsel for maximizing their clients' recoveries, and promote the private enforcement of the wage and
18 hour laws Plaintiffs allege were violated.

19 **D. Plaintiffs' Counsel's Lodestar Multiplier**

20 18. Courts often cross-check a percentage-based fee against a lodestar based fee to determine
21 if it is reasonable. I understand that Plaintiffs' lodestar here is \$332,383.88 on non-fees work. The
22 \$666,667 fee award requested represents a 2 multiplier on the non-fees lodestar.

23 19. The expense and risk of public interest litigation has not diminished over the years; to
24 the contrary, these cases are in many ways more difficult than ever. As a result, fewer and fewer
25 attorneys and firms are willing to take on such litigation, and the few who are willing to do so can only
26 continue if their fee awards reflect true market value. Attorneys who litigate on a wholly or partially
27 contingent basis expect to receive significantly higher effective hourly rates in cases where
28 compensation is contingent on success. As the case law recognizes, this does not result in any

1 "windfall" or undue "bonus." In the legal marketplace, a lawyer who assumes a significant financial
2 risk on behalf of a client rightfully expects that his or her compensation will be significantly greater
3 than if no risk was involved (i.e., if the client paid the bill on a monthly basis), and that the greater the
4 risk, the greater the "enhancement." Adjusting court-awarded fees upward in contingent fee cases to
5 reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor simply makes
6 them competitive in the legal marketplace, helping to ensure that meritorious cases will be brought to
7 enforce important public interest policies and that clients who have meritorious claims will be more
8 likely to obtain qualified counsel.

9 20. In my experience, lodestar multipliers of 2 to 4 are typical for class actions such as this
10 case. Plaintiffs' requested fee falls well within this range.

11 **E. Plaintiffs' Counsel's Out-of-Pocket Expenses.**

12 21. I have reviewed the billing practices of hundreds of attorneys in California. Based on
13 my experience and knowledge of these billing practices, I am aware that it is a common practice for
14 firms to bill their clients for out-of-pocket expenses incurred in litigation on a monthly basis as they are
15 incurred. Such expenses include, but are not limited to, charges incurred for copying, long-distance
16 telephone calls, postage, messengers, travel, deposition and hearing transcripts, legal and non-legal
17 computer research services, mediation services, and expert witnesses. I am informed that Plaintiffs
18 expended \$16,258.08 in out-of-pocket litigation expenses in this case, including \$8,000 for the services
19 of an experienced and skilled mediator, David Rotman, who brokered the settlement in this case. Based
20 on my knowledge and experience of such costs and billing practices, it is my opinion that these
21 expenses are reasonable given the complex nature of this case.

22 If called as a witness, I could and would competently testify from my personal knowledge to the
23 facts stated herein. I declare under penalty of perjury under the laws of the state of California the
24 foregoing is true and correct.

25 Executed this 4th day of January, 2011, at Berkeley, California.

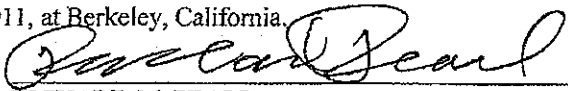
26 
27 RICHARD M. PEARL

Exhibit 5

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Attorneys for Plaintiff, JONATHAN ELIAS,
 on behalf of himself and all others similarly situated,

Additional Plaintiffs' Counsel on Next Page

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

JONATHAN ELIAS, on behalf of himself
 and all other similarly situated aggrieved
 employees,

Plaintiffs,

v.

TMONE, LLC d/b/a "Mass Markets, Inc.," a
 Delaware limited liability company;
 MARLOWE COMPANIES INC. also
 known as "MCI" d/b/a "Mass Markets,
 Inc.," a California entity, form unknown;
 and DOES 1 to 10, inclusive,

Defendants.

CLASS ACTION

Case No.: 37-2022-00032324-CU-OE-CTL

**DECLARATION OF CLASS
 REPRESENTATIVE JONATHAN ELIAS
 IN SUPPORT OF PLAINTIFF'S
 MOTION FOR PRELIMINARY
 APPROVAL OF CLASS ACTION AND
 PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: June 28, 2024

Time: 8:30 a.m.

Dept: C-74

Honorable Blaine K. Bowman
 Department C-74

Action filed: August 12, 2022
 Trial Date: None Set

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Additional Counsel for Plaintiffs:

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Gregg Lander, Esq. (#194018)
Vanessa M. Ruggles, Esq. (#254031)
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Attorneys for Plaintiff JONATHAN ELIAS, on
behalf of himself and all others similarly situated

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Benjamin H. Haber, Esq. (#315664)
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Attorneys for Plaintiff GRACIE RODRIGUEZ, on
behalf of herself and all others similarly situated

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DECLARATION OF CLASS REPRESENTATIVE

I, Jonathan Elias, declare as follows:

1. I am a competent adult, over the age of eighteen and am the Class Representative Plaintiffs in the matter Jonathan Elias v. TM One, LLC dba "Mass Markets, Inc." and Marlowe Companies Inc. also known as "MCI" dba "Mass Markets, Inc." The foregoing is based upon my personal knowledge and, if called as a witness, I could and would competently testify thereto.

2. I worked as a Call Center employee working in the LifeLock Account/Department from September 2021 to November 2021. I worked in the San Diego location in California.

3. I am familiar with the work involved in prosecuting the Class Action against my former employer TM One. I have had numerous in-person and telephonic meetings with my attorneys. I am familiar with the client meetings, discovery conducted, settlement meetings, and have participated in all stages of the litigation up to and including preparation for preliminary approval of class action settlement on behalf of the Class.

4. When I worked for Defendants, I was subjected to the same labor code claims involving overtime rate, off the clock, separate pay for rest breaks, meal periods, rest periods, wage statements, and failure to pay all wages due when I was no longer an employee of TM One penalties as all other Class Members.

5. I have and will continue to adequately represent the interests of all members of the proposed Class I seek to represent. My claims are typical of these Class Members and involve the same common issues. I have no interests which are inconsistent with any of these Class Members.

6. I have always considered the interests of the other Class Members just as I have my own interests and understand that I have to put the interests of the other Class Members before my own. I have participated, and will continue to participate, in this lawsuit up to and through the time of judgment. I have volunteered to represent the other Class Members because of the importance of the case and so that other Class Members can benefit from the enforcement of the law and the savings of time, money and effort that should result in the settlement of this

1 case on a class basis.

2 7. I believe that the Class Action Settlement obtained on behalf of the Class is fair
3 and reasonable in view of the issues and risks involved with the case.

4 8. I believe that the Class Service Award of \$10,000 for me is fair and reasonable.
5 This service award takes into consideration the time, effort, risks, stress, sacrifice of signing a
6 general release of all claims over just wage and hour claims, as well as the benefit provided to all
7 Class Members as a result of my involvement in this litigation.

8 9. I have spent approximately 45 hours on this case. This includes the initial time I
9 spent investigating these claims and all work for this litigation which lasted over two years and a
10 half, meeting with my attorneys, the mediation prep and participating in the mediation, and all
11 follow-up work with my attorneys. I believe I have been diligent and acted above and beyond
12 that which is expected of a Class Representative throughout all stages of the litigation, up to and
13 including final approval of Class Action Settlement.

14 10. Furthermore, it is my opinion that the service award is fair and reasonable because
15 in addition to the many hours spent participating in this case, I accepted the potential risk of
16 being liable for the opposing parties' costs if we were unsuccessful in this lawsuit. My attorneys
17 told me these costs could be tens of thousands of dollars or more based on the type of case
18 involved and length of the litigation. I believed in this case and was willing to be a Class
19 Representative Plaintiff knowing the risks involved.

20 11. I signed a general release, so I am not only giving up my wage and hour claims,
21 but I am also giving up all claims I had against my former employer. Since I have signed a
22 general release for any and all claims related to my employment with Defendant, I can't pursue
23 any other claims against Defendant.

24 12. This litigation has also resulted in a valuable benefit to the Class Members who
25 will participate in the monetary payout of this Settlement because of my involvement. I have
26 been advised by my attorneys that **the average class member will receive a settlement**
27 **payment of approximately \$395 and the highest settlement payment will be approximately**
28 **\$3,065.** This is a great benefit to all Class Members.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct and that if called as a witness, I could competently testify to the
7 same.

8 Executed on June 4, 2024 at Spring Valley, California.

9
10
11

DocuSigned by:
By: 
JONATHAN ELIAS, Declarant

Exhibit 6

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Attorneys for Plaintiff GRACIE RODRIGUEZ

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

JONATHAN ELIAS, on behalf of himself and
all other similarly situated aggrieved employees,

Plaintiffs,

v.

TMONE, LLC d/b/a “Mass Markets, Inc.,” a
Delaware limited liability company;
MARLOWE COMPANIES INC. also known as
“MCI” d/b/a “Mass Markets, Inc.,” a California
entity, form unknown; and DOES 1 to 10,
inclusive,

Defendants.

Case No. 37-2022-00032324-CU-OE-CTL

[Assigned for all purposes to: Hon. Blaine K.
Bowman, Dept. C-74]

**DECLARATION OF GRACIE
RODRIGUEZ IN SUPPORT OF
PLAINTIFFS’ MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 28, 2024

Time: 8:30 a.m.

Dept: C-74

DECLARATION OF GRACIE RODRIGUEZ

I, Gracie Rodriguez, declare as follows:

1. I am an adult resident of the State of California, and, if called as a witness in this action, I would testify truthfully to the matters described in this declaration. All of the matters described in this declaration are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I make this declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this declaration. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I am a former employee of Defendants TMOne LLC dba Mass Markets, Inc. and Marlow Companies Inc., also known as "MCI" d/b/a "Mass Markets, Inc." (collectively, "Defendants" or "TMone"). I worked at TMone from approximately July 2017 to approximately June 2021 as an hourly-paid, non-exempt employee. Throughout the entirety of my employment, I was subject to all of TMone's policies and practices that have been alleged as unlawful in the class action entitled *Gracie Rodriguez v. TM One, LLC dba "Mass Markets," et al.*, case number 47-2022-00015435-CU-OE-CTL and the separate PAGA action entitled *Gracie Rodriguez v. TM One, LLC dba "Mass Markets", et al.*, case number 37-2022-0006663.

4. I have actively participated in the litigation of this action. Prior to the commencing of this case, I provided Wilshire Law Firm and my attorneys a detailed account of the facts related to my employment with TMone, including, but not limited to, TMone's policy and practice of not providing its employees with California compliant meal and rest periods and requiring its employees to work "off-the-clock" during meal periods and after clocking out for the workday. Additionally, I provided my counsel with documentation in the form of wage statements and timekeeping records in support of the claims brought against TMone. These documents, along with the anecdotes I shared regarding my employment, assisted my attorneys in understanding the illegal policies and practices at TMone. I also regularly communicated with my attorneys and staff members of Wilshire Law firm via telephone and text messages.

1 5. My attorneys explained to me the risks and benefits of bringing forward a class
2 action matter. I understood the risks, both professionally and financially, associated with pursuing
3 a class action case and acting as the Class and PAGA Representative. I further understood that
4 pursuing the case as a class action rather than individually meant that it would take substantially
5 longer as a result of the multi-step approval process as mandated by the California Courts.
6 Although I was made aware that there was a possibility that I could receive nothing at the end, I
7 believed that it was important to ensure that TMone followed the law with respect to all of its
8 hourly-paid, non-exempt employees. Additionally, I understood that it was my responsibility to
9 act in the best interests of the Class and not just myself. In that respect, I understood my duties
10 and responsibilities to the proposed Class and carried out and will continue to carry out those duties
11 as necessary.

12 6. Throughout the course of the litigation, I maintained constant communication with
13 my attorneys and discussed pertinent matters relevant to the lawsuit. I asked questions when I
14 wanted to know what was being done to advance the interests of the Class or simply wanted an
15 update regarding the case. I understood that a recovery would not only benefit me but would
16 benefit my fellow coworkers as well. At all times, I made myself available to answer any questions
17 that my attorneys had about my employment.

18 7. This was especially true leading up to and during the mediation that took place on
19 February 28, 2024. In preparation for the mediation, I had extensive conversations with my
20 attorneys regarding the issues that we were going to advance during the negotiation process with
21 the mediator. During the mediation session, I was available to speak with my attorneys, answer
22 any questions that arose, and provide any additional documentation that was necessary to assist the
23 settlement discussions. Prior to the resolution of this matter, I reviewed and signed a Memorandum
24 of Understanding (“MOU”), which outlined the materials terms of the settlement. My attorneys
25 walked me through the individual clauses of the MOU and answered all the questions that I had. I
26 also reviewed the long-form settlement agreement in this case. I believe the settlement terms and
27 allocations are fair, adequate, and reasonable given the strength of the class claims and TMone’s
28 defenses.

Executed on 6/5/2024 at Spring Valley, California.

Gracie Rodriguez

Exhibit 7

PROOF OF SERVICE

Rodriguez v. TMone, LLC dba Mass Markets, et al.
37-2022-00006663-CU-OE-CTL

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On December 23, 2024, I served the foregoing **DECLARATION OF KEVIN T. BARNES IN SUPPORT OF FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

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*Attorneys for Defendant, TMOne, LLC dba
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Attorneys for Plaintiff, JONATHAN ELIAS

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

1 I declare under the penalty of perjury under the laws of the State of California, that the
2 foregoing is true and correct.

3 Executed on December 23, 2024, at Los Angeles, California.

4
5 
6 Rebecca Padilla