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Attorneys for Plaintiff MARCELINO ORTUNO, Individually, and on behalf of other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

MARCELINO ORTUNO, Individually, and
on behalf of other members of the general
public similarly situated,

Plaintiff,

v.

THE HERTZ CORPORATION, a Delaware
Corporation; DTG OPERATIONS, INC., an
Oklahoma Corporation; and DOES 1-10,
inclusive,

Defendants

CASE NO. 37-2022-00006731-CU-OE-CTL

CLASS ACTION

**DECLARATION OF ERIC K. YAECKEL
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR FINAL
APPROVAL OF (1) CLASS ACTION
SETTLEMENT; (2) ATTORNEYS' FEES
AND COSTS; and (3) CLASS
REPRESENTATIVE AWARDS**

Date: April 4, 2025

Time: 10:30 a.m.

Judge: Hon. Carolyn Caietti

Dept.: C-70

1 I, Eric K. Yaeckel, hereby declare as follows:

2 1. I am an attorney licensed to practice law before this Court and am employed with the law firm
3 of Sullivan & Yaeckel Law Group, APC, attorneys of record for MARCELINO ORTUNO,
4 individually, and on behalf of other members of the general public similarly situated,
5 (hereinafter “Plaintiff.”) I make this declaration in support of Plaintiff’s Unopposed Motion
6 for Final Approval of Class Action Settlement.

7 2. I am personally familiar with the facts set forth in this declaration, and if called to testify as a
8 witness I could and would do so.

9 **Experience of Counsel**

10 3. The Lead Trial Counsel, Mr. William Sullivan, has been a California-licensed attorney for 30
11 years. He has approximately 29 years of experience in “class action” litigation, both as plaintiff
12 and defense counsel. Mr. Sullivan has acted as Trial Counsel (for Plaintiff) in multiple “Wage
13 and Hour” Class/Representative actions, including the (San Diego Superior Court) Trial which
14 is the subject of the Published decision entitled *Carrington v. Starbucks* (2018) 30 Cal.App.5th
15 504. Mr. Sullivan (who is currently and temporarily unavailable, due to a medical issue),
16 estimates that, throughout the course of his 30-year career, he has acted as Lead Plaintiffs’
17 counsel on “Wage and Hour” Class/Representative actions that have collected more than \$300
18 million for employees and/or the State of California, either through judgment following trial,
19 or via negotiated settlement.

20 4. I have over 14 years of experience as an attorney. I have spent my entire time in practice
21 engaged in prosecuting class and representative actions. I became a partner in the firm in 2020.
22 Mr. Kuhn has over 6 years of experience as an attorney who is primarily engaged in
23 prosecuting class and representative actions. He has been the “lead associate” on numerous
24 class action cases that settled in the high “seven figure” and “eight figure” range.

25 5. Our office are the attorneys of record in a matter very recently (and favorably) decided before
26 the California Supreme Court titled *Donohue v. AMN Services, LLC*, 11 Cal.5th 58 (2021).
27 The *Donohue* matter is a certified class and PAGA action.
28

1 6. Our office is lead counsel on approximately 30 employment “wage and hour” claims with class
2 action, or representative action, allegations. These cases are set within the California Superior
3 Court and Federal District Courts in California. Our office is currently lead counsel on claims
4 that have been certified by both Court Order and by stipulation of the parties. In the last three
5 years, Sullivan & Yaeckel Law Group has settled at least 15 employment “wage and hour”
6 claims on behalf of a Certified Class.

7 7. In the last seven years, Sullivan & Yaeckel Law Group has tried three “Wage and Hour”
8 Representative (PAGA). In a recent successful PAGA trial, tried before Judge Bacal of the San
9 Diego Superior Court, our office was awarded our full requested attorneys fees and was
10 approved at the requested hourly rates (which are similar to the fees/rates billed here). Please
11 See *Carrington v. Starbucks Corp.* San Diego Superior Court, Case No.
12 37-2014-00018637-CU-OE-CTL and published appellate opinion 30 Cal.App.5th 504.

13 8. Our firm has the requisite experience knowledge of California law and the Federal Rules of
14 Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement in
15 this matter to represent a fair, adequate and reasonable settlement that is well within the
16 accepted range of recoveries for similar wage and hour class actions. I also believe the
17 Agreement is in the best interests of the Settlement Class Members. I am also aware that
18 Defendants’ counsel (both the firm, and individual attorneys working on this case) have
19 extensive experience defending similar wage and hour class actions.

20 9. Based on the above experience, it is this firm’s opinion that this settlement represents a fair and
21 adequate payment to the class.

22 **Strengths of Plaintiff’s Case and The Amount Offered in Settlement**

23 10. My office has met and conferred with Defendant’s counsel, and we agree the amounts payable
24 to Plaintiff and each Class member are within the “ballpark range” of proportional liability as
25 set forth in *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985) 38 Cal.3d 488, 499. A
26 detailed breakdown of the valuation of each claim was previously detailed this Court at the
27 preliminary approval stage.
28

1 11. As part of the settlement efforts, Plaintiff was able also to provide Defendants with a detailed
2 “scope of liability” calculations based on Defendants own verified records and policies.
3 Throughout the litigation, Defendants presented potentially valid defenses to class certification,
4 liability and damages. Based on these considerations, and the risks involved in continuing
5 litigation, I submit the \$1,100,000.00 settlement represents a fair and more than reasonable
6 settlement.

7 12. Additionally, I submit that the payment of \$135,000.00 to the LWDA for the PAGA claims
8 (75% share of \$180,000.00 allocation), even though the LWDA declined to prosecute the
9 claims itself, is a fair, reasonable and adequate allocation.¹ The settlement is in the best
10 interests of the settlement class.

11 13. It should be noted that some of the investigation and discovery phase in this case was
12 conducted during the height of the Covid-19 pandemic. This made discovery and investigation
13 much more labor intensive. As *one* example, the bulk of evidence regarding the challenged
14 policies and practices is usually gathered from a “PMK” deponent. As a *second* example, prior
15 to Covid, Mr. Sullivan (Plaintiff’s Trial counsel) would regularly hold “group” interviews with
16 putative class members, which would “streamline” the process. Due to Covid, Mr. Sullivan
17 was required to set individual meetings, which lead to numerous additional hours being
18 expended on investigation. These factors required more time-intensive “individual analysis”
19 and led to more attorney billable time.

20 **The Risk, Expense, Complexity and Likely Duration of Further Litigation**

21 14. If the litigation were to proceed in lieu of settlement, additional and substantial attorneys fees
22 and costs and expert witnesses fees would be incurred. Given the numerous claims being
23 litigated, the parties may be required to hire multiple experts each (as many as three per side).
24 This would result in not only the production of six expert reports, but six depositions as well.
25 And, based on previous discussions between counsel regarding the remaining claims (including
26

27 ¹ The LWDA was also served with copies of the Settlement Agreement and Preliminary
28 Approval Motion and has not objected or responded to date.

1 the PAGA claims), the parties anticipated (at the very least) that there would be least two
2 dueling motions for summary judgment / adjudication (one from each side).

3 **The Presence of a Governmental Actor**

- 4 15. The LWDA was notified and declined to prosecute the claims itself. Counsel for the parties
5 believe this is a fair, reasonable, and adequate allocation. The LWDA was also served with
6 copies of the preliminary approval papers and proposed settlement and has not objected or
7 responded to date.

8 **The Contingent Nature of the Fee Agreement, and Inherent Risk Therein, Supports**
9 **Awarding a Percentage of the Recovery**

- 10 16. My office was retained by Plaintiff on a contingency basis. A percentage fee of 35% (thirty-
11 three and one third percent) of any total recovery, was freely negotiated. As part of the
12 agreement, Plaintiff's Counsel was required to continue the prosecution of the matter
13 regardless of the outcome of the preliminary motions (*i.e.*, arbitration, class certification, etc.).
14 Here, Plaintiff's Counsel has agreed to a 33 and 1/3 % share of the recovery in order to
15 maximize the recovery on behalf of the class.

16 **The Continuing Obligation to Devote Time and Effort to the Litigation**

- 17 17. Since the tentative agreement, my office has had to devote considerable time to maintain the
18 litigation, achieve Court approval for the proposed settlement, and assist the proposed Class
19 Members with questions about the Class Notice, Potential Release and all available options.
20 As is detailed in paragraph below, and based on my experience acting as class counsel, I also
21 estimate at least another 10 hours by my office will be devoted to this case.

22 **The Extent to which the Litigation Precluded Other Employment**

- 23 18. I, along with the other attorneys who assisted in the matter, was precluded from accepting other
24 employment due to the necessity of maintaining the prosecution of the instant matter. In
25 addition, Mr. Sullivan is the individual primarily responsible for bringing clients to the firm,
26 and was precluded from doing so to the extent previously possible, due to the instant litigation.

27 **The Amount Involved and the Results Obtained on Behalf of the Class**

1 19. This is not a “coupon” class action case. As is detailed in the Settlement Administrator’s
2 declaration, the Class is set to receive significant monetary benefits. They would not have
3 received these amounts if Class Counsel did not act.

4 **The Lodestar Analysis**

5 20. For purposes of a lodestar cross-check the S & Y’s attorneys’ fees incurred (to date) are
6 estimated to amount to approximately **\$1,057,595.00**. The Attorney’s fees are broken down as
7 follows:

8 a. Mr. Sullivan served as lead investigator and trial counsel, per the specific request of
9 Plaintiffs. Over the course of the investigation (including pre-filing), Mr. William
10 Sullivan has currently expended approximately **615.2** hours in the service of this
11 action. **615.2** hours times **\$800.00** equals **\$492,160.00**. The work includes nearly all
12 preliminary investigation, the majority of the client and Class interaction/meetings, and
13 much of the other pre-settlement work, including the preparation of a Class
14 Certification Motion and Plaintiff’s Mediation Brief and damages analysis. This time
15 also includes traveling to at least 45 interviews with proposed Class Members residing
16 across various parts of California. The preliminary investigation included the review
17 and analysis of several thousand documents, as well as additional phone interviews
18 with at least 16 other Class Members. Mr. Sullivan undertook a significant
19 (approximately 100 hours of) pre-filing investigation, wherein many of the Class
20 Member interviews took place. As mentioned above, more hours than “normal” were
21 expended during this time as this case was filed in February of 2022, so all pre-filing
22 investigation (including individual class member interviews) were conducted during
23 time the Covid pandemic was making interactions more difficult. During this time, Mr.
24 Sullivan also investigated Defendant, its business practices, and any variations in Class
25 Members’ job duties and rates of pay.

26 b. I was the partner primarily assigned to oversee the “day to day” activity of the primary
27 associates assigned to this case. My billing rate is \$700.00 per hour. I have currently
28

1 expended approximately **496.3** hours in the service of this action. **496.3** hours times
2 **\$700.00** equals **\$347,410**. Aside from supervising the Associate Attorneys, this work
3 includes attending hearings, drafting and reviewing correspondence and motions, and
4 much of the day to day communication with opposing counsel. I defended Plaintiff's
5 deposition. Prior to the deposition session, Plaintiff and I were required to jointly
6 review thousands of pages of documents produced that were directly applicable to
7 Plaintiff's employment. I also took the deposition of two of Defendants' person most
8 knowledgeable deponents. In late 2022, a *Belaire-West* privacy notice was sent to a
9 large sampling of the proposed class. This led to having to respond to a large number
10 of potential class member who had questions about their rights and often wanted to
11 share information from their employment experiences, to see if it could support the
12 case. Significant discovery disputes arose in this case. I spent many of my hours billed
13 preparing for and attending those hearings. Moreover, I spent significant time
14 reviewing the tens of thousands of pages of document produced for use in the Class
15 Certification Motion filed by our office. I also primarily handled the settlement
16 discussions. After a full day of mediation at did not result in a settlement, there were
17 numerous exchanges between the mediator, Defense counsel, and co-counsel to help
18 negotiate and finalize the settlement.

- 19 c. Mr. Ryan Kuhn served as the primary Associate Attorney assigned to the case. The
20 billing rate for Mr. Kuhn is **\$475.00** per hour. Mr. Kuhn expended approximately **449.0**
21 hours in the service of this action. **449.0** hours times **\$475.00** equals **\$213,275.00**. The
22 work performed consisted of, for the most part, analysis of Defendants' documents and
23 records, in preparation for mediation, a class certification motion, and to analyze
24 liability and damages for purposes of trial. Tens of Thousands of pages of documents
25 were produced over time throughout the litigation. By April of 2024, over tens of
26 thousands of documents (including electronic records) had already been produced. Mr.
27 Kuhn was also assigned to discovery creation/review, assisting with all discovery
28

1 responses, the preparation of “meet and confer” letters and other contact with defense
2 counsel, and the drafting and filing of numerous separate motions, including numerous
3 different motions related to discovery. Significant meet and confer attempts, and in
4 some cases discovery motions had to be filed, to obtain all required discovery. Mr.
5 Kuhn also provided a detailed analysis of all employment records to determine
6 “commonality” and damages. Mr. Kuhn was also heavily involved in the briefing of
7 the motion for class certification, which included the drafting and filing of several *ex*
8 *parte* applications and supplemental briefs. Over the course of this litigation, Mr. Kuhn
9 spent a significant amount of time reviewing the documents produced by Defendant.
10 Mr. Kuhn was primarily involved in the preparation for the depositions of Defendant’s
11 Persons Most Knowledgeable. This preparation involved significant document review,
12 and analysis of Defendant’s policies and procedures. A significant amount of time was
13 also incurred in developing the deposition script itself.

14 d. Based on past experience, I estimate that Mr. Kuhn will incur an additional 10 hours
15 in assisting Class Members on questions and issues regarding the settlement, meeting
16 with Class Members (including on any late submissions), and preparing for and
17 attending the Final Approval hearing in this matter. 10 times \$475.00 equals **\$4,750.00**.

18 e. Plaintiff Ortuno, Plaintiff Romo, and their counsel have agreed in writing to split any
19 attorneys fees awarded :90% to Sullivan & Yaeckel Law Group, APC and 10% to
20 Bradley Grombacher, LLP. The proposed split if awarded the full amount of fees
21 sought, is set forth in the [Proposed] Final Approval Order.

22 **The Lodestar Multiplier**

23 21. Given fees incurred here, in addition to the fees incurred by co-counsel, the lodestar totals
24 **\$1,149,502.50**. (\$1,057,595.00 SYLG +\$91,907.50 BG). No lodestar multiplier is necessary.

25 **The Reasonableness of Plaintiffs’ Hourly Rates**

26 22. I printed a copy of the Updated Laffey Matrix from the following website:
27 www.laffeymatrix.com. A true and correct copy is attached as **Exhibit 1**. While not binding,
28

1 a trial court has discretion to use the Laffey Matrix when it comes to establishing attorneys'
2 reasonable hourly rates in California State Courts. *See e.g. Syers Properties III, Inc. v. Rankin*,
3 236 Cal.App.4th 691, 702 (2014).

4 23. The referenced "Laffey" chart states that for the time periods in this case, for an attorney with
5 "20+" years experience, such as Mr. Sullivan, the matrix states a reasonable fee is between
6 \$1,141–\$899 per hour. Mr. Sullivan has over 30 years of experience and bills at \$800 per hour.
7 **Please Note:** While \$800 an hour may seem like a high figure at first glance, multiple Court's
8 (including all San Diego Superior Court Judges) have accepted this figure for Mr. Sullivan.
9 Moreover, this rate is justified given that "wage and hour" Class and/or Representative Action
10 cases very rarely go to trial. Mr. Sullivan is one of the few attorneys who have (successfully)
11 tried numerous of these types of cases. He has also successfully argued in front of the
12 California Supreme Court in a Class and Representative action that is frequently cited in "wage
13 and hour" litigation involving Meal Period claims. *Donohue v. AMN Services, LLC*, (2021) 11
14 Cal.5th 58.

15 24. For an attorney with 11-19 years experience, the matrix states a reasonable fee is between
16 \$948- \$747 per hour. I have over 14 years experience working on class action litigation and
17 only bill at the rate of \$700 per hour.

18 25. For an attorney with 4-7 years experience, the matrix states a reasonable fee is between \$581
19 - \$465 per hour. The associate Mr. Kuhn, who was working on this matter has over six years
20 experience and billed at the rate of \$475 per hour.

21 26. Accordingly, we submit our rates are comparable to, or less than, those charged by other class
22 action plaintiffs' counsel and the firms defending class actions.

23 27. Our hourly rates have routinely been approved by numerous federal and state Courts.

24 28. In a recent successful PAGA trial, tried before in the San Diego Superior Court, our office was
25 awarded our full requested attorneys fees and was approved at the requested hourly rates
26 (which are similar to the fees/rates billed here). Please See *Carrington v. Starbucks Corp.* San
27 Diego Superior Court, Case No. 37-2014-00018637-CU-OE-CTL and published appellate
28

opinion 30 Cal.App.5th 504.

Plaintiff's Request for Reimbursement of Costs

29. The total costs expended by our office in this matter will be **\$26,701.65**. If you add this figure to the costs submitted by Bradley Grombacher, LLP (\$3,114.13), the total amount sought by all Plaintiffs is **\$29,815.78**. The attached Cost Worksheet on behalf of Plaintiff Ortuno was contemporaneously maintained and updated by my office. (See **Exhibit 2**). This is a true and accurate summary of the costs incurred by Plaintiffs' counsel. The costs include, filing and service fees (including the Complaint and all other pleadings), all e-file charges, LWDA filing fees and attorney messenger fees; Mediation Fees; Deposition Fees, Expert Fees, Legal Research and Postage and Copying Costs. All costs were necessary to the continued prosecution of this matter.

30. The parties' Agreement permits Plaintiffs (without Opposition) to seek up to **\$42,500.00** in costs. Plaintiffs submits the request for the specific **\$29,815.78** amount set forth above.

Class Representative Enhancement

31. Plaintiff Ortuno contributed extensive time and resources in the prosecution of this case, as is detailed further in his declaration. Plaintiff was able to provide information instrumental to the prosecution of this matter including identifying numerous witnesses that could corroborate the claims. Plaintiff also assisted with reviewing and providing insight on Defendant's documents produced. Plaintiff brought to our attention numerous Labor Code violations that formed the basis of the litigation.

32. I know (from experience) that any company who does a detailed background check, will be able to determine that the Plaintiffs are serving as class representative in a lawsuit against their former employer.

33. An entire industry exists that allows employers to run extensive background searches on potential employees. Companies who provide these services specifically highlight the fact that their services allows employers to weed out litigious employment candidates. One such service outlines ways that employers can "get a sense of whether a prospective employee is likely to

1 sue" the employer, through background checks and other means, to screen out these employees.
2 www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees. Onicra
3 Credit Rating Agency of India states: "Background screening has become a necessity in today's
4 litigious society." Back Track Screening also represents: "In today's litigious culture, employers
5 simply cannot afford to hire employees who will put their company at risk."
6 <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

7 34. Finally, any employer may simply check the various Superior Court of California websites and
8 conduct a party name search to uncover whether an applicant has previously filed litigation
9 against their employer.

10 35. Plaintiff also risked personally owing a large cost award, which I estimate would be well into
11 the tens of thousands of dollars, had the claims been unsuccessful.

12 36. Despite all the risks, Plaintiff at all times remained committed to securing a monetary recovery
13 on behalf of the entire class.

14
15 I declare under penalty of perjury under the laws of the State of California that the foregoing
16 is true and correct. Executed this 12th day of March, 2025 at San Diego, California.

17 
18 _____
Eric K. Yaeckel

EXHIBIT 1

LAFFEY MATRIX

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

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

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

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

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

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

EXHIBIT 2

LWDA	\$75.00	
Postage	\$30.32	
Serratore Law Mediation	\$12,500.00	
Knox	\$334.05	
Superior Court	\$115.15	
One Legal	\$1,774.78	
Transportation	\$322.55	
Research	\$2,592.00	
Copies & Paper	\$1,059.46	
Subtotal	\$18,803.31	10/2/2023
One Legal	\$12.95	10/23/2023
Knox	\$109.75	12/14/2023
Certified Mail Corr	\$70.00	1/2/2024
One Legal	\$14.95	1/8/2024
One Legal	\$77.16	1/9/2024
One Legal	\$14.95	1/26/2024
One Legal	\$14.95	1/24/2024
One Legal	\$77.16	1/31/2024
One Legal	\$15.39	2/12/2024
One Legal	\$77.16	2/12/2024
One Legal	\$15.39	2/13/2024
One Legal	\$14.95	2/13/2024
One Legal	\$15.39	2/23/2024
One Legal	\$15.39	2/26/2024
One Legal	\$14.95	2/29/2024
One Legal	\$14.94	2/29/2024
Drogin, Kakigi & Associates (expert)	\$1,025.00	3/1/2024
One Legal	\$77.16	3/4/2024
One Legal	\$77.16	3/4/2024
One Legal	\$77.16	3/6/2024
Veritext	\$2,637.63	3/19/2024
Knox	\$132.50	3/27/2024
Knox	\$70.50	3/27/2024
One Legal	\$14.95	4/15/2024
One Legal	\$15.39	4/15/2024
One Legal	\$14.95	4/16/2024
One Legal	\$77.16	4/16/2024
Swivel Legal Solutions (Ct Reporter)	\$1,764.30	6/12/2024
One Legal	\$18.70	8/29/2024
One Legal	\$18.70	8/29/2024
San Diego Sp Court	\$12.60	8/28/2024
One Legal	\$19.25	9/9/2024
One Legal	\$19.25	9/9/2024
One Legal	\$19.25	9/10/2024
One Legal	\$19.25	9/13/2024
One Legal	\$19.25	9/13/2024
One Legal	\$82.29	10/14/2024

Lexitas (Court Reporter)	\$850.00	11/4/2024
One Legal	\$19.31	11/21/2024
One Legal	\$82.29	11/25/2024
One Legal	\$19.31	11/27/2024
One Legal	\$40.99	12/2/2024
One Legal	\$19.31	12/3/2024
One Legal	\$19.31	12/11/2024
One Legal	\$19.31	12/11/2024
One Legal	\$21.37	1/17/2025
One Legal	\$19.31	1/30/2025
2nd Sub-total	\$26,701.65	1/31/2025