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8 Attorneys for Efrain Robles,
individually and on behalf of all others similarly situated

9
10 **IN THE SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF IMPERIAL**

12 EFRAIN ROBLES, for himself and all others
13 similarly situated,

14 Plaintiff,

15 vs.

16 GEO TRANSPORTATION, INC. and DOES 1
to 100, inclusive

17 Defendants
18

Case No. ECU002464

**DECLARATION OF MANNY STARR IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF
SETTLEMENT**

Date: February 11, 2025

Time: 8:30 a.m.

Department: 5

19 **DECLARATION OF MANNY STARR**

20 I, Manny Starr, declare as follows:

21 1. I am an attorney law duly admitted to practice before all courts in the State of
22 California and am the managing partner of Frontier Law Center. I am one of the attorneys of record
23 for Plaintiff Efrain Robles ("Plaintiff"), on behalf of himself and all other similarly situated and
24 aggrieved employees, in the above-entitled action. I have personal knowledge of the matters set
25 forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

26 **PROCEDURAL BACKGROUND AND SETTLEMENT TIMELINE**

27 2. On April 26, 2022, Plaintiff submitted his PAGA notice to the LWDA and served it
28 on GTI. On July 5, 2022, Plaintiff filed his initial complaint alleging various wage and hour

1 violations, including failure to provide meal and rest breaks, failure to pay overtime wages, failure
2 to pay minimum wages, and failure to provide accurate wage statements.

3 3. The parties initially participated in mediation with experienced employment law
4 mediator Steve Pearl on September 23, 2022. Although this first mediation session did not result in
5 a settlement, it ultimately helped to narrow the issues in the case. Following the unsuccessful
6 mediation, Plaintiff filed a First Amended Complaint on October 12, 2022, adding class allegations.

7 4. The parties then engaged in additional informal discovery with the goal of reaching
8 settlement through a second mediation. GTI produced substantial data for analysis, including: (1)
9 Plaintiff's personnel file; (2) written company policies, procedures, and handbooks; and (3) a
10 sampling of time and payroll records.

11 5. The parties returned to mediation with Steve Pearl on March 2, 2023. Although the
12 case did not settle during this second mediation session, the parties continued settlement
13 negotiations and ultimately reached an agreement on September 13, 2023. After further negotiations
14 to finalize the language of the long-form settlement agreement, the long-form agreement was fully
15 executed on August 29, 2024.

16 6. Plaintiff moved for preliminary approval, which this Court granted on October 23,
17 2024. Since then, the settlement administration has proceeded according to the Court's preliminary
18 approval order. ILYM Group, Inc., the appointed settlement administrator, issued notices to the 104
19 class members. The opt-out and objection deadline has now passed, with only one class member
20 opting out and no objections filed. Plaintiff now seeks final approval of the settlement.

21 SETTLEMENT TERMS

22 7. The Settlement provides for a total non-reversionary payment of \$750,000. The fully
23 executed Settlement Agreement is attached hereto as **Exhibit A**. The settlement is allocated as
24 follows:

- 25 - \$250,000 for attorneys' fees (33.33% of the gross settlement amount)
- 26 - \$17,632.27 for litigation costs
- 27 - \$50,000 for PAGA penalties, with \$37,500 (75%) to the LWDA and \$12,500 (25%) to
28 aggrieved employees

- \$5,950 for settlement administration costs
- \$426,417.73 estimated net settlement amount for distribution to class members

8. The settlement covers all 104 class members who worked for GTI as non-exempt employees in California during the Class Period (July 5, 2018 to September 19, 2023).

SETTLEMENT ANALYSIS

9. The settlement is the product of significant work and effort by the parties and their counsel.

10. Prior to engaging in settlement discussions, GTI produced substantial data during informal discovery, including Plaintiff's personnel file, written company policies, procedures, and handbooks, and a sampling of time and payroll records.

11. Plaintiff's counsel retained an expert to analyze this data and prepare detailed a damages model prior to settling.

12. On October 23, 2024, the Court reviewed and granted Preliminary Approval of the settlement.

13. The Court also approved the Notice Packet to be sent to the class members.

14. Frontier Law Center has significant experience representing employees in wage and hour cases, including numerous class and PAGA actions.

15. Based on the data obtained through informal discovery, Plaintiff's counsel analyzed GTI's potential liability for each claim. Based on this analysis, the total maximum liability, including PAGA penalties and prejudgment interest, was approximately \$7,697,994. When accounting for various litigation risks and defenses outlined below, including the challenge of obtaining class certification and proving uniform violations, the \$750,000 settlement represents approximately 9.7% of the total estimated maximum liability, which is well within the range of reasonableness for class action settlements. Additionally, if prejudgment interest and PAGA penalties are excluded so as to only focus on the underlying wage claims, the total maximum liability is \$5,705,586. This results in resulting in a 13.1% recovery.

16. Plaintiff alleges that GTI required class members to go through a COVID screening any time they entered or left the facility. Plaintiff alleges that these screenings took so long as to act

1 as a prohibition against leaving the facility during breaks. While the records indicated that GTI at
2 least sometimes paid missed break premiums to the employees, it did not do so each time a break
3 was so discouraged. Further, even if the Screenings were not required, Plaintiff alleges that GTI's
4 policy as written was not compliant with California law, as it stated that employees may be
5 restricted to the premises during meal breaks but did not obtain on-duty meal period agreements.

6 17. Defendant denies any liability or wrongdoing of any kind. Further, Plaintiff's records
7 indicate that he was paid meal and rest break premium pay 41 times (out of the 51 break violations
8 alleged in the same period), from which one could infer that GTI paid for missed breaks it was
9 aware of. Furthermore, Defendant would likely argue that regardless of what the written policy says
10 GTI may do, a violation could only occur if GTI did in fact restrict employees to the premises,
11 which would require an individual analysis into each and every individual instance where that
12 happened.

13 18. Plaintiff alleges GTI required class members to perform work-related functions
14 before and after their shifts without pay. In addition, Plaintiff alleges that GTI did not correctly
15 calculate overtime pay, and as a result underpaid class members.

16 19. As explained above, Plaintiff alleges that GTI required each employee to go through
17 a COVID screening before entering the facility. While employees were allowed to clock in prior to
18 the screening, they were not allowed to clock in prior to entering the lobby of the facility. Due to the
19 COVID restrictions, only 4 employees were allowed in the lobby at a time, meaning that most of the
20 employees had to wait outside before they could clock in. This caused extensive wait times for
21 which the employees were not compensated.

22 20. Yet, even if this is so, the test for whether or not this time is compensable hinges on
23 the level of control GTI held over its employees waiting in line. Defendant would likely argue that
24 while there were delays entering the facility, these delays would be no different from traffic caused
25 by coworkers arriving at the same time, which would clearly not be compensable. Further, the level
26 of control GTI exercised over its employees while waiting for screening is disputed.

27 21. Plaintiff further alleges that, up until GTI changed its policy in September 2021,
28 employees were required to clock out and then go through an extensive disarming process. The

1 disarming process involved returning their weapons and signing out with their supervisor at the end
2 of each shift. In September 2021, presumably realizing that their employees should be getting paid
3 for this time, GTI changed its policy such that they were permitted to undergo the disarming process
4 prior to clocking out.

5 22. As stated above, this policy was changed in 2021. Further, not all employees in the
6 class had to undergo this process. Finally, GTI would likely argue that the disarming process is not
7 “integral and indispensable” to the employees’ performance of their daily tasks.

8 23. Plaintiff alleges that the employees received “Health & Wel” pay every pay period.

9 24. The wage statement violations are derivative of the unpaid time and meal and rest
10 break violations. Thus, GTI could counter that any alleged omission of information from the wage
11 statements was not knowing and intentional, which could negate wage statement penalties.

12 25. While the maximum PAGA penalties were calculated at \$997,450, courts have wide
13 discretion to reduce PAGA penalties and regularly do so. Given the derivative nature of PAGA
14 claims and GTI’s compliance efforts, the \$50,000 PAGA allocation (with 75% to the LWDA) is fair
15 and reasonable.

16 26. The settlement follows substantial investigation and informal discovery. GTI
17 produced comprehensive data including class member information, time records, and wage
18 statements. Plaintiff’s counsel retained an expert to analyze this data and prepare a detailed damages
19 model. Through informal discovery, the parties exchanged sufficient information to evaluate the
20 claims’ strengths and weaknesses and make informed decisions about settlement value.

21 **EXPERIENCE OF COUNSEL**

22 27. I have spent significant time researching and pursuing the claims that have been
23 alleged in this action. The Parties engaged in a significant amount of informal discovery and
24 engaged experts. The parties engaged in arm’s length negotiations through an experienced
25 employment law mediator. Based on my review of all the documents and information and based on
26 my experience in complex class and representative employment litigation, I believe this settlement
27 to be fair, adequate, and reasonable.

28 28. I was retained based upon a contingency fee arrangement wherein Plaintiff’s counsel

1 agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically,
2 had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a significant
3 amount of time, money and other resources without any benefit or return. In addition, had Plaintiff
4 failed to prevail in the present case, Defendants would have been able to seek costs in connection
5 with their defense of the case.

6 29. In terms of my experience in this field, I have been named as Class Counsel in
7 several Class Actions, and have been lead counsel in numerous representative PAGA settlements
8 that have been granted approval, including the following:

- 9 - Joshua Albright, et al. v. Loma Linda Shared Services, Case No. CIVDS1818361:
10 Class action and PAGA case involving failure to pay wages, meal and rest break violations,
11 and failure to indemnify work related expenses; \$600,000.00 settlement; final approval
12 granted;
- 13 - Tri Nguyen v First Alarm Security & Patrol, Inc., Case No. 18CV332369: class
14 action and PAGA case on behalf of security guards involving various wage and hour issues;
15 \$7,250,000 settlement; final approval granted;
- 16 - Ronnie McNeal v. Platinum Security, Inc., Case No. 19STCV05709: PAGA action
17 on behalf of security guards involving meal and rest break violations and failure to pay
18 wages in a timely manner; \$300,000 settlement; PAGA settlement approved;
- 19 - Mervyn Cole v. Saucey, Inc. Case No. BC707895: class action and PAGA case
20 involving misclassification of employees and other wage and hour issues; \$590,000
21 settlement; final approval granted;
- 22 - James Rushing v. Security Intelligence Specialist Corporation, Case No. 18-civ-
23 1808, class action and PAGA case on behalf of security guards for breaks and wage
24 statement violations; \$480,000 settlement; final approval granted;
- 25 - Anthony Gaines, et al. v. Triple Canopy, Inc., l Case No. 9CV345169, class action
26 and PAGA case on behalf of approximately 550 security guards relating to meal and rest
27 break violations and other wage and hour issues; \$2,300,000 settlement; final approval
28 granted;

- Veronica Espinoza v. Sharp HealthCare, Case No. 37-2018-00034031-CU-OE-CTL, class action and PAGA case on behalf of hospital employees relating to meal and rest break violations, among other things; \$2,125,000 settlement; final approval granted;
- Wendy Navarro Garcia v. Widdicombe Enterprises, Inc., Case No. 30-2021-01235358-CU-OE-CXC: Class action and PAGA case involving failure to provide compliant meal and rest breaks, failure to pay overtime at the correct regular rate, failure to provide accurate itemized wage statements, and failure to pay all wages due at time of termination; \$1,200,000 settlement; final approval granted;
- Samuel Nudelman v. Heartland Steel Products West LLC, Case No. STK-CV-UOE-2022-0003348: Class action and PAGA case involving failure to pay overtime at the correct regular rate, unpaid meal and rest period premiums, failure to provide compliant off-premises meal and rest periods, and failure to provide compliant wage statements; \$1,032,500 settlement; final approval granted;
- Renee Bullock v. Atria Management Company, LLC, et al., Case No. CU22-086285: PAGA case involving failure to provide compliant meal and rest breaks, failure to properly account for non-discretionary bonuses in the regular rate of pay for calculating overtime, failure to provide accurate itemized wage statements, and failure to pay all wages due at time of termination; \$1,695,000 settlement; PAGA approval granted;
- Robert Anthony Gonzalez v. Golden Gate Bell, LLC, Case No. MSC21-00956: Class action and PAGA case involving off-the-clock work, failure to reimburse expenses, failure to provide reporting time pay, meal and rest break violations, and various wage statement and penalty claims; \$4,500,000 settlement; final approval granted; and
- Raul Antonio Castro v. Clay Lacy Aviation, Inc., Case No. 21VECV00304: PAGA case involving various wage and hour violations; \$760,000 settlement; PAGA approval granted.

30. Our firm has invested substantial time and resources in this litigation. Our current lodestar is approximately \$189,767.

31. Our firm's lodestar spreadsheet is attached hereto as **Exhibit B**.

1 32. We have incurred costs of \$17,632.27 in prosecuting this action.

2 33. Our firm's costs spreadsheet is attached hereto as **Exhibit C**.

3 **SETTLEMENT ADMINISTRATION**

4 34. Plaintiff properly provided notice to the LWDA at the outset of litigation and when
5 seeking preliminary approval. The LWDA will also be notified of this motion for final approval as
6 required by Labor Code section 2699(1)(2). The LWDA has not indicated any objection to the
7 settlement or PAGA allocation.

8 35. The class response strongly supports approval. Of 104 class members, only one
9 opted out, and no one objected. This overwhelming participation rate demonstrates strong class
10 support for the settlement.

11 36. The single opt out form is attached hereto as **Exhibit D**.

12 I declare under penalty of perjury under the laws of California that the above is true and
13 correct. Executed on January 15, 2025, in Calabasas, California

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15 DATED: January 15, 2025

16 /s/ Manny Starr
17 MANNY STARR
18 Attorney for Plaintiff
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Exhibit A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Efrain Robles (“Plaintiff”) and defendant GEO Transport, Inc. (“GTI”). The Agreement refers to Plaintiff and GTI collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against GTI captioned Efrain Robles v. GEO Transport, Inc., Case Number ECU002464 initiated on July 5, 2022 and pending in Superior Court of the State of California, County of Imperial.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means a person employed by GTI in California and classified as a non-exempt employee who worked for GTI during the PAGA Period.
- 1.5 “Class” means all persons employed by GTI in California and classified as nonexempt employees who worked for GTI during the Class Period.
- 1.6 “Class Counsel” means Frontier Law Center.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in GTI’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available

sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from July 5, 2018 to September 19, 2023.
- 1.13 “Class Representative” means the named Plaintiff, Efrain Robles in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 (this line intentionally left blank).
- 1.15 “Court” means the Superior Court of California, County of Imperial.
- 1.16 “GTI” means named Defendant GEO Transport, Inc.
- 1.17 “Defense Counsel” means Akerman LLP.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$750,000 which is the total amount GTI agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, and the Administrator’s Expenses.

- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, , Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for GTI for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period from April 26, 2021 to September 19, 2023.
- 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.33 “PAGA Notice” means Plaintiff’s April 26, 2022 letter to GTI and the LWDA and Plaintiff’s September 15, 2022 letter to GTI and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, (\$50,000) allocated 25% to the Aggrieved Employees (\$12,500) and the 75% to LWDA (\$37,500) in settlement of PAGA claims.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

- 1.36 “Plaintiff” means Efrain Robles, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means GTI and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45 “Workweek” means any week during which a Class Member worked for GTI for at least one day, during the Class Period. [bookmark3](#)

2. RECITALS.

- 2.1 On July 5, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against GTI for 1) Failure to pay all wages due, including overtime wages, 2) Failure to provide compliant rest periods, 3) Failure to provide complaint meal breaks, 4) Failure to provide accurate itemized wage statements, 5) Violation of the Unfair Competition Law, and 6) PAGA Penalties. On October 12, 2022, Plaintiff filed a First Amended Complaint alleging causes of action against GTI for 1) Meal Period Violations, 2) Rest Period Violations, 3) Failure to Pay Overtime, 4) Failure to pay Minimum Wage, 5) Wage Statement Penalty, 6) Violation of Unfair Competition Law, and 7) PAGA Penalties. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). GTI denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative

Complaint, denies that a class could be certified other than under the terms of this Settlement, and denies any and all liability for the causes of action alleged.

- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to GTI and the LWDA by sending the PAGA Notice.
- 2.3 On September 23, 2022, the Parties participated in an all-day mediation presided over by Mediator Steve Pearl. The case did not settle at that time. After further proceedings, the Parties participated in a second mediation with Steve Pearl which led to this Agreement to settle the Action.
- 2.4 Prior to mediation, Plaintiff obtained, through both formal and informal discovery, GTI's written Meal and Rest break policies, COVID screening procedures, and company handbook, as well as Plaintiff's employee, time and payroll records, the number of Aggrieved Employees, and payroll records of the Aggrieved Employees. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5 The Court has not granted class certification.
- 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, GTI promises to pay \$750,000 and no more as the Gross Settlement Amount, *except that* GTI will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. GTI has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to GTI.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$250,000, and a Class Counsel Litigation Expenses Payment of not more than \$20,000. Plaintiff and/or Class Counsel will seek approval of fees and costs as part of the Final Approval Motion. If the Court

approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds GTI harmless, and indemnifies GTI, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$6,150.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,150.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.3.1 Tax Allocation of Individual Class Payments. 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.3.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 75% (\$37,500) allocated to the LWDA PAGA Payment and 25% (\$12,500) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result

by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, GTI estimates there are 85 Class Members who collectively worked a total of 12,400 Workweeks, and 77 Aggrieved Employees who worked a total 2,975 of PAGA Pay Periods.

4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, GTI will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. GTI has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which GTI must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. GTI shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay GTI's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after GTI funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First

Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Unclaimed Property Fund of the California State Controller's office.

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate GTI to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when GTI fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his, her, or their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences arising from or relating to his employment at any time through the date on which he signs this Agreement ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may

discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Further, this release does not extend to claims for wrongful termination based upon the termination of Plaintiff's employment on or about November 17, 2023.

- 5.2 Other than those alleged in the Lawsuit, Plaintiff states that he is not aware of any facts suggesting that GTI or any of the Released Parties have violated any federal, state or local laws, regulations, or rules. The Parties acknowledge that Plaintiff has filed a union grievance based upon his allegation that GTI wrongfully terminated his employment (the "Grievance"). Plaintiff further represents that, except for the Lawsuit and the Grievance, he has not filed any lawsuit, complaint, grievance or demand for arbitration against GTI or any of the Released Parties.
- 5.3 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:
- 5.4 **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.**
- 5.5 In connection with the releases being granted hereunder, Plaintiff acknowledges that he may discover facts in addition to or different from those that he may now know or believe to be true with respect to the subject matter of this Agreement, and that such facts may give rise to claims which are presently unknown, unanticipated and unsuspected. Nevertheless, he intends hereby to fully, finally, and forever settle and release all released claims and that, in furtherance of such intention, the releases given herein will be and remain full and complete releases notwithstanding the discovery or existence of any such additional or different facts.
- 5.6 Release by Participating Class Members Who Are Not Aggrieved Employees:
All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, 1) any and all claims for alleged failure to provide meal periods; 2) any and all claims for alleged failure to provide rest periods; 3) any and all claims for alleged failure to pay overtime wages; 4) any and all claims for alleged failure to pay minimum wage; 5) any and all claims for wage statement penalties; and 6) any and all claims for violation of the Unfair Competition law based on numbers 1) through 5). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.
- 5.7 Release by Non-Participating Class Members Who Are Aggrieved Employees:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) consistent with this Agreement. The Motion for Preliminary Approval will be styled as “Plaintiff’s Motion for Preliminary Approval of Class and PAGA Settlement.”

6.1 GTI’s Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, GTI will prepare and deliver to Class Counsel a signed Declaration from GTI and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator.

6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; and amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel shall prepare the Motion for Preliminary Approval and all supporting declarations and exhibits, obtain a hearing date with the Court clerk, and take all other necessary steps to bring the Motion for Preliminary Approval before the Court. Defense Counsel shall cooperate with Class Counsel in promptly providing documents, information, and comments on the Motion for Preliminary Approval (if any), such that the Motion for Preliminary Approval can be filed no later than 30 days after the full execution of this Agreement. Class Counsel is

responsible for delivering the Court's Preliminary Approval Order to the Administrator. A copy of the motion and supporting documents will be provided to Defense Counsel not later than 3 business days before filing. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Preliminary Approval. Nothing in this paragraph shall be interpreted to prohibit Class Counsel from filing the motion for Preliminary Approval after 3 business days in the event no disputes are raised or such disputes remain unresolved despite good faith meet and confer efforts.

- 6.4 **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 **Selection of Administrator.** The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 **Notice to Class Members.**
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class

Notice substantially in the form attached to this Agreement as Exhibit 1. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, GTI or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The

Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, and/or Class Counsel Litigation Expenses Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail, and the Administrator will provide all such written objections to Class Counsel and Defense Counsel within 24 hours of receipt. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the

authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES.** Based on its records, GTI estimates that, as of the date of this Settlement Agreement, (1) there are 85 Class Members and 12,400 Total Workweeks during the Class period and (2) there were 77 Aggrieved Employees who worked 2,975 Pay Periods during the PAGA Period.
9. **GTI'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, or if the valid Requests for Exclusion represent 10% or more of the total workweeks, GTI may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if GTI withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, GTI will remain responsible for paying all Settlement Administration Expenses incurred to that point. GTI must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code

section 2699, subdivision (1), a request for Attorney fees and costs, a Proposed Final Approval Order and a Proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 3 business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after

remittitur. An appellate decision to vacate, reverse or modify the Court's award of any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

- 11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by GTI that any of the allegations in the Operative Complaint have merit or that GTI has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that GTI's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, GTI reserves the right to contest certification of any class for any reasons, and GTI reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest GTI's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality. Plaintiff, Class Counsel, GTI and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, GTI and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. After filing of the Motion for Preliminary Approval, the Parties agree that neither Party will comment publicly on the settlement except that, if approached for comment on the settlement, a party or counsel for the party may state only that the matter has settled and refer the inquiring person to the materials on file with the Court. This paragraph does not

restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3 No Disparagement. Plaintiff and Plaintiff's counsel agree not to engage in any conduct or communications that are designed to disparage or have the effect of disparaging Defendants.
- 12.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and GTI, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 12.9 No Tax Advice. Neither Plaintiff, Class Counsel, GTI nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by GTI in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from GTI unless, prior to the Court's discharge of the Administrator's obligation, GTI makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Frontier Law Center
23901 Calabasas Road, #1084
Calabasas, CA 91302
eservice@frontierlawcenter.com

To GTI:

Akerman LLP
633 West Fifth Street, Suite 6400
Los Angeles, CA 90071

- 12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

[SIGNATURES ON THE FOLLOWING PAGE]

DATED: 8-29-24

GEO TRANSPORT, INC.

By: 

James Bryan
Executive Vice President, Corporate Counsel
The GEO Group

DATED:

PLAINTIFF EFRAIN ROBLES

By: _____

Plaintiff and Settlement/PAGA Class
Representative

APPROVED AS TO FORM:

DATED:

FRONTIER LAW CENTER

By: _____

Dan Ginzburg
Theodore Tang
Manny Starr
Attorneys for Plaintiff EFRAIN ROBLES

August 29, 2024

DATED: ~~July 12, 2024~~

AKERMAN LLP

By: 

Damien P. DeLaney
Rukayat O. Salaam
Attorneys for Defendant
GEO TRANSPORT, INC.

DATED:

GEO TRANSPORT, INC.

By: _____

James Bryan
Executive Vice President, Corporate Counsel
The GEO Group

DATED: 08/27/24 | 2:37 PDT

PLAINTIFF EFRAIN ROBLES

DocuSigned by:
Efrain Robles

Plaintiff and Settlement/PAGA Class
Representative

APPROVED AS TO FORM:

DATED: 08/27/24 | 3:11 PDT

FRONTIER LAW CENTER

DocuSigned by:
[Signature]

By: _____

Theodore Tang
Manny Starr
Attorneys for Plaintiff EFRAIN ROBLES

DATED: July 12, 2024

AKERMAN LLP

[Signature]
By: _____

Damien P. DeLaney
Rukayat O. Salaam
Attorneys for Defendant
GEO TRANSPORT, INC.

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

EFRAIN ROBLES v. GEO TRANSPORSTATION, INC. Case No. ECU002464

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or a solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit ("Action") against GEO Transportation, Inc. ("GTI") for alleged wage and hour violations. The Action was filed by a GTI employee Efrain Robles ("Plaintiff") and seeks payment of (1) back wages and other relief for a class of hourly nonexempt employees ("Class Members") who worked for GTI during the Class Period (July 5, 2018 to September 19, 2023); and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly non-exempt employees who worked for GTI during the PAGA Period (April 26, 2021 to September 19, 2023) ("Aggrieved Employees"). GTI disputes Plaintiff's claims, denies liability, denies that Plaintiff's case could be certified as a class action, and maintains that it has complied with all applicable laws. The Court has not decided whether Plaintiff's claims have merit, or whether his case can proceed as a class action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring GTI to fund Individual Class Payments, and (2) a PAGA Settlement requiring GTI to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on GTI's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to GTI's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.

The above estimates are based on GTI's records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires GTI to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against GTI.

If you worked for GTI during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against GTI.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against GTI, and, if you are an Aggrieved Employee, you will receive an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

GTI will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against GTI that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. GTI must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to GTI's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former GTI employee. The Action accuses GTI of violating California labor laws for 1) Meal Period Violations, 2) Rest Period Violations, 3) Failure to Pay Overtime, 4) Failure to pay Minimum Wage, and 5) Wage Statement Penalty. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA") and the Unfair Competition Law. Plaintiff is represented by attorneys in the Action: Frontier Law Center ("Class Counsel.")

GTI strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether GTI or Plaintiff is correct on the merits. In the meantime, Plaintiff and GTI hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and GTI have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, GTI does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) GTI has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. GTI Will Pay \$750,000 as the Gross Settlement Amount (Gross Settlement). GTI has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, GTI will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$250,000 (33.33 % of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$6,250 to the Administrator for services administering the Settlement.
 - C. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and GTI are asking the Court to approve an allocation of 25 % of each Individual Class Payment to taxable wages ("Wage Portion") and 75 % to interest, statutory penalties, and civil penalties (other than PAGA) ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. GTI will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and GTI have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax

advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA 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 sent to the California State Controller's Unclaimed Property Fund.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against GTI.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against GTI based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and GTI have agreed that, in either case, the Settlement will be void: GTI will not pay any money and Class Members will not release any claims against GTI.
8. Administrator. The Court has appointed a neutral company, ILYM Group (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and GTI has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against GTI or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were

alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, 1) any and all claims for alleged failure to provide meal periods; 2) any and all claims for alleged failure to provide rest periods; 3) any and all claims for alleged failure to pay overtime wages; 4) any and all claims for alleged failure to pay minimum wage; 5) any and all claims for wage statement penalties; and 6) any and all claims for violation of the Unfair Competition law based on numbers 1) through 5). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and GTI has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against GTI, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against GTI or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in GTI's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods

credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept GTI's calculation of Workweeks and/or Pay Periods based on GTI's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and GTI's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as Efrain Robles v. GEO Transportation, Inc., and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself, or indicate that the request is being made by your authorized representative. Proof of authorization to act as a representative may be required. **The Administrator must receive your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and GTI are asking the Court to approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, including Fees and

Litigation Expenses the amount Class Counsel is requesting for attorneys' fees and litigation expenses. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, and Litigation Expenses may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action Efrain Robles v. GEO Transportation, Inc. and include your name, current address, telephone number and approximate dates of employment for GTI and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department 7 of the Imperial Superior Court, El Centro Courthouse located at 939 West Main Street, El Centro, CA 92243. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Microsoft teams (see <https://www.imperial.courts.ca.gov/online-services/remote-appearances> for instructions on how to appear remotely, including requirements for signing up ahead of time). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything GTI and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrators' website at _____ (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Manny Starr, Theodore Tang, and Dan Ginzburg

info@frontierlawcenter.com

FRONTIER LAW CENTER

23901 Calabasas Road, Suite 1084

Calabasas, CA 91302

Telephone 818-914-3433

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the 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 will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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Exhibit B

Time and Fees

for Efrain Robles - Employment Claim - GEO Transport, Inc. - State Agency Charge No.: LWDA-CM-880574-22

Time and Fee entries

Date	Activity	Description	Staff	Duration	Rate	Billable?	Write Off?	Status	Total
1/15/2025		Draft final approval motion and supporting documents	Manny Starr	7.00	\$750.00	True	No	-	\$5,250.00
1/14/2025		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
1/14/2025		Robles v. GEO Group - PLT Supp. Mediation Letter reviewed	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
1/14/2025		MFA Robles v. GEO DRAFT v1 TRT 1.10.24 edited	Theodore Tang	2.60	\$650.00	True	No	-	\$1,690.00
1/14/2025		1 email sent/reviewed regarding Robles v. GEO Settlement	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
1/14/2025		2 emails sent/reviewed regarding Robles v. GEO Transport, Inc. - Declaration of Due Diligence	Theodore Tang	0.20	\$650.00	True	No	-	\$130.00
1/14/2025		1 email sent/reviewed regarding Our mutual client Efrain Robles	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
1/14/2025		2 emails sent/reviewed regarding Robles v. GEO Settlement - Administration Timeline	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
1/13/2025		MFA Robles v. GEO DRAFT v1 TRT 1.10.24 edited	Theodore Tang	2.00	\$650.00	True	No	-	\$1,300.00
1/10/2025		MFA Robles v. GEO DRAFT v1 TRT 1.10.24 created	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
1/10/2025		ROBLES Class Action and PAGA Settlement Agreement Final PLT Signed reviewed	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
1/9/2025		2 emails sent/reviewed regarding Robles v. GEO Transport, Inc. - Declaration of Due Diligence	Theodore Tang	0.20	\$650.00	True	No	-	\$130.00
1/6/2025		2 emails sent/reviewed regarding Robles v. GEO Transport, Inc. - Declaration of Due Diligence	Theodore Tang	0.30	\$650.00	True	No	-	\$195.00
12/6/2024		Memo created - Call w/ Client re Notice	Theodore Tang	0.20	\$650.00	True	No	-	\$130.00
12/5/2024		1 call w/ client re: Lawsuit notice	Theodore Tang	0.20	\$650.00	True	No	-	\$130.00
12/5/2024		Mediation notes - 3.2.2023 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
12/5/2024		Robles v. GEO Group - PLT Supp. Mediation Letter reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00

12/5/2024		GEO- Mediation Brief 9.12.22-1 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
12/5/2024		Complaint reviewed	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
12/5/2024		Complaint_ Amended-First reviewed	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
12/5/2024		ROBLES Class Action and PAGA Settlement Agreement Final PLT Signed reviewed	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
12/5/2024		3 text msg w/ client re class definition	Theodore Tang	0.30	\$650.00	True	No	-	\$195.00
11/13/2024		Robles Signed SAR All reviewed	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
10/31/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
10/29/2024		6 emails sent/reviewed regarding Robles v. GEO Settlement - Mailing Documents	Theodore Tang	0.40	\$650.00	True	No	-	\$260.00
10/29/2024		2024.10.21 Deft Notice Of Remote Appearance created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
10/25/2024		1 email sent/reviewed regarding Robles v. GEO Settlement - Administration Timeline	Theodore Tang	0.30	\$650.00	True	No	-	\$195.00
10/25/2024		3 emails sent/reviewed regarding Robles v. GEO Settlement - Mailing Documents	Theodore Tang	0.30	\$650.00	True	No	-	\$195.00
10/24/2024		1 email sent/reviewed regarding Robles v. GEO Settlement - Administration Timeline	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
10/23/2024		HRNG - Motion for Preliminary Approval attended	Manny Starr	0.50	\$750.00	True	No	-	\$375.00
10/23/2024		2 emails sent/reviewed regarding Robles v. GEO Settlement - Administration Timeline	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/23/2024		Robles- First Amended Class Action Complaint v1 reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
10/23/2024		Email attachment reviewed - Efrain Robles v GEO Transport Inc - Administration Timeline_Counsel	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/23/2024		1 email sent/reviewed regarding Robles v. GEO Settlement - Administration Timeline	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
10/23/2024		1 email sent/reviewed regarding Quote Request	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
10/23/2024		2 emails sent/reviewed regarding Robles v. GEO Settlement - Introduction	Theodore Tang	0.20	\$650.00	True	No	-	\$130.00
10/23/2024		Email attachment reviewed - Efrain Robles v GEO Transport Inc - Administration Timeline_Counsel	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
10/23/2024		2 emails sent/reviewed regarding Robles v. GEO Settlement	Theodore Tang	0.30	\$650.00	True	No	-	\$195.00

10/23/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464) - Preliminary approval	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
10/23/2024		Robles Signed SAR All reviewed	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
10/23/2024		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
10/23/2024		3 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
10/23/2024		1 email sent/reviewed regarding Our mutual client Efrain Robles	Theodore Tang	0.10	\$650.00	True	No	-	\$65.00
10/23/2024		Memo edited - ESERVICE LIST	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
10/23/2024		Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
10/23/2024		Memo created - HRNG - Preliminary Approval	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
10/22/2024		Phone Call From: El Centro Courthouse	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
10/22/2024		1 email sent/reviewed regarding Transaction Notification for order #23970397 : Customer 0106752	Dane Huntsman	0.10	\$75.00	True	No	-	\$7.50
10/18/2024		Notice of Remote Appearance created, then reviewed	Collette Navasartian	0.30	\$225.00	True	No	-	\$67.50
10/18/2024		Memo created - ESERVICE LIST	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
10/18/2024		2 emails sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
10/3/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
9/24/2024		1 message sent/reviewed	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
9/19/2024		Memo edited - Client's counsel for Wrongful Termination	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
9/17/2024		3 emails sent/reviewed regarding Robles Status	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
9/16/2024		2 emails sent/reviewed regarding Robles Status	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/16/2024		Robles Motion for Preliminary Approval DRAFT v3 TRT 9.16.24 created, then edited and reviewed	Theodore Tang	1.30	\$550.00	True	No	-	\$715.00
9/16/2024		PLT Decl ISO MPA reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/16/2024		3 emails sent/reviewed regarding Robles Status	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/16/2024		Robles Motion for Preliminary Approval Final edited	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00

9/16/2024		Decl Mullins Caption page created, then edited and reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
9/16/2024		Decl of TPA re MPA_ Executed reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/16/2024		Decl TRT ISO Settlement DRAFT v3 TRT 9.16.24 created, then edited and reviewed	Theodore Tang	0.70	\$550.00	True	No	-	\$385.00
9/16/2024		Decl TRT ISO Settlement DRAFT v3 TRT 9.16.24 edited	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/16/2024		PLT Decl ISO MPA v5 TRT 9.16.24 created, then reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/16/2024		Decl TRT ISO Settlement Signed created, then edited	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/13/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464) - Preliminary approval	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/13/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464) - Preliminary approval	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/12/2024		1 email sent/reviewed regarding Quote Request	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/10/2024		1 email sent/reviewed regarding Quote Request	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
9/10/2024		Robles Signed reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/10/2024		Robles Motion for Preliminary Approval DRAFT v2 TRT 9.10.24 created, then edited	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
9/10/2024		Decl TRT ISO Settlement DRAFT v3 TRT 9.10.24 created, then edited	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
9/10/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/10/2024		1 email sent/reviewed regarding Our mutual client Efrain Robles	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/10/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464) - Preliminary approval	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/10/2024		ROBLES Class Action and PAGA Settlement Agreement Final PLT Signed reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/10/2024		PLT Decl ISO MPA v4 TRT 9.10.24 created, then edited	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/10/2024		Prop Order granting MPA reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/9/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/5/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.20	\$750.00	True	No	-	\$150.00

9/5/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
8/30/2024		3 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
8/29/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
8/27/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
8/27/2024		1 email sent/reviewed regarding Completed: Complete with Docusign: ROBLES Class Action and PAGA Settlement Agreement Final 8.2.24.pdf	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
8/26/2024		2 messages sent/reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
8/26/2024		ROBLES Class Action and PAGA Settlement Agreement Final 8.2.24 reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
8/26/2024		1 message sent/reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
8/26/2024		Resend SAR to client for signature	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
8/20/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
8/16/2024		GEO lawsuit 2 reviewed	Manny Starr	0.20	\$650.00	True	No	-	\$130.00
8/16/2024		3 emails sent/reviewed regarding Our mutual client Efrain Robles	Manny Starr	0.30	\$650.00	True	No	-	\$195.00
8/16/2024		6 emails sent/reviewed regarding Our mutual client Efrain Robles	Theodore Tang	0.70	\$550.00	True	No	-	\$385.00
8/13/2024		6 emails sent/reviewed regarding Quote Request	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
8/13/2024		ROBLES Class Action and PAGA Settlement Agreement Final 8.2.24 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
8/13/2024		5 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
8/13/2024		1 email sent/reviewed regarding Our mutual client Efrain Robles	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
8/13/2024		2023.09.11 Robles v. GEO - MOU - final plt sig reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
8/13/2024		Robles v Geo CA PAGA Settlement PLT Signed reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
8/13/2024		Memo created, then reviewed - Client's counsel for Wrongful Termination	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
8/12/2024		Prop Order granting MPA edited	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
8/12/2024		PLT Decl ISO MPA v3 TRT 8.12.24 created, then edited	Theodore Tang	0.50	\$550.00	True	No	-	\$275.00

8/12/2024		Decl TRT ISO Settlement DRAFT v2 TRT 8.12.24 edited	Theodore Tang	0.60	\$550.00	True	No	-	\$330.00
8/12/2024		5 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
8/8/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
8/8/2024		1 email sent/reviewed regarding Transaction Notification for order #23372874 : Customer 0106752	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
8/2/2024		ROBLES Class Action and PAGA Settlement Agreement Final 8.2.24 created, then edited and reviewed	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
8/2/2024		4 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
8/2/2024		Email attachment reviewed - ROBLES Class Action and PAGA Settlement Agreement CLEAN anb	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/30/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
7/30/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
7/26/2024		PLT Decl ISO MPA v2 TRT 7.26.24 created, then edited	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
7/26/2024		Robles Motion for Preliminary Approval DRAFT v2 TRT 7.23.24 edited	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
7/26/2024		Prop Order granting MPA edited	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/25/2024		OSC Hearing re Dismissed/Settlement (El Centro - Dept 5) attended	Theodore Tang	0.50	\$550.00	True	No	-	\$275.00
7/25/2024		4 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
7/25/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
7/25/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Cynthia Rodriguez	0.30	\$225.00	True	No	-	\$67.50
7/24/2024		6 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
7/24/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
7/24/2024		4 emails sent/reviewed regarding Confirmed: Department 5 Remote Appearances	Cynthia Rodriguez	0.80	\$225.00	True	No	-	\$180.00
7/24/2024		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc. - HRNG - OSC Hearing re Dismissed/Settlement	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
7/23/2024		ROBLES Class Action and PAGA Settlement Agreement CLEAN reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00

7/23/2024		Decl TRT ISO Settlement DRAFT v1 TRT 2.15.24 edited	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
7/23/2024		Robles Motion for Preliminary Approval DRAFT v2 TRT 7.23.24 created, then edited	Theodore Tang	1.40	\$550.00	True	No	-	\$770.00
7/23/2024		GEO Transport Workbook - 2022-09-19 reviewed	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
7/23/2024		Mediation notes - 3.2.2023 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/23/2024		Notice of Remote Appearance edited and reviewed	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
7/23/2024		Decl TRT re OSC 7.25.24 reviewed	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
7/22/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
7/22/2024		Decl TRT re OSC 7.25.24 edited	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/22/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
7/22/2024		Decl TRT re OSC 7.25.24 created, then reviewed	Theodore Tang	0.70	\$550.00	True	No	-	\$385.00
7/22/2024		Proof of Electronic Service pos050 Delc re OSC created, then edited and reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/22/2024		POS Decl OSC created	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/22/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
7/19/2024		6-13-24 Robles - Notice of OSC Hearing reviewed	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
7/19/2024		Notice of Remote Appearance created	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
7/19/2024		Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
7/18/2024		Form Interrogatories - Employment Law created, then reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
7/15/2024		4 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
7/12/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
7/10/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/10/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Taylor McCarthy	0.20	\$75.00	True	No	-	\$15.00
7/9/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Taylor McCarthy	0.20	\$75.00	True	No	-	\$15.00
7/8/2024		Email attachment reviewed - ROBLES Class Action and PAGA Settlement Agreement CLEAN	Manny Starr	0.10	\$750.00	True	No	-	\$75.00

7/8/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
7/8/2024		ROBLES Class Action and PAGA Settlement Agreement CLEAN reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/8/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
6/26/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
6/26/2024		ROBLES Class Action and PAGA Settlement Agreement CLEAN created, then reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
6/26/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
6/21/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
6/17/2024		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc. - Incoming Mail	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
6/12/2024		Robles Motion for Preliminary Approval DRAFT v1 TRT 2.12.24 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
6/11/2024		CMC (El Centro Dept. 5.) attended	Daniel Ginzburg	0.50	\$650.00	True	No	-	\$325.00
6/11/2024		Mediation notes - 3.2.2023 reviewed	Alina Arama	0.10	\$75.00	True	No	-	\$7.50
6/11/2024		SP Mediation Agreement reviewed	Alina Arama	0.10	\$75.00	True	No	-	\$7.50
6/10/2024		Efrain Robles - Notice of CMC reviewed	Collette Navasartian	0.20	\$225.00	True	No	-	\$45.00
6/10/2024		Case Management Statement - Robles v GEO Transport, Inc reviewed	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
6/10/2024		Proof of Electronic Service pos050 reviewed	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
6/6/2024		4 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
6/6/2024		ROBLES Class Action and PAGA Settlement Agreement (no enhancement) TRT 6.6.24 created, then edited and reviewed	Theodore Tang	0.70	\$550.00	True	No	-	\$385.00
6/4/2024		4 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
6/4/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
5/30/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
5/28/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
5/28/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00

5/21/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
5/21/2024		ROBLES Class Action and PAGA Settlement Agreement (class rep release removed) reviewed	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
5/21/2024		Case Management Statement Form reviewed	Collette Navasartian	0.30	\$225.00	True	No	-	\$67.50
5/14/2024		First Amended Class Action Complaint reviewed	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
5/9/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
5/9/2024		4 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
5/8/2024		7 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
5/8/2024		3 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
5/2/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
5/2/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
5/1/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/25/2024		5 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
4/15/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
4/12/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/10/2024		4 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
4/10/2024		LASC CIV 296 v5 TRT 10.31.23 reviewed	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
4/10/2024		5 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.70	\$550.00	True	No	-	\$385.00
4/10/2024		LASC CIV 296 v5 TRT 10.31.23 reviewed	Theodore Tang	0.50	\$550.00	True	No	-	\$275.00
4/10/2024		Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/9/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/9/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
4/4/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/1/2024		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00

4/1/2024		1 email sent/reviewed regarding Imperial County Superior Court- Case Information	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
4/1/2024		Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
3/29/2024		Email attachment reviewed - Case Management Statement - 3.29.2024	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
3/29/2024		7 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
3/29/2024		Case Management Statement - 3.29.2024 edited and reviewed	Collette Navasartian	0.30	\$225.00	True	No	-	\$67.50
3/29/2024		412160_5_v3 created	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
3/29/2024		Stip to Cont 4.16 CMC v1 TRT 3.28.24 reviewed	Collette Navasartian	0.20	\$225.00	True	No	-	\$45.00
3/29/2024		Proof of Electronic Service - 3.29.2024 edited	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
3/29/2024		2 emails sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
3/29/2024		Stip to Cont 4.16 CMC v1 TRT 3.28.24 edited	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
3/29/2024		4 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Collette Navasartian	0.20	\$225.00	True	No	-	\$45.00
3/28/2024		Stip to Cont 4.16 CMC v1 TRT 3.28.24 edited	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
3/28/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
3/28/2024		2024.02.09 Stipulation to Continue CMC reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
3/28/2024		Robles- Notice Of Case Management Conference reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
3/28/2024		Fidm411110ECU002464412110v2 reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
3/27/2024		1 email sent/reviewed regarding Settlement Impasse Resolution	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
3/26/2024		1 email sent/reviewed regarding Settlement Impasse Resolution	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
3/25/2024		GEO_Robles_Records Request_000001-000211 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
3/25/2024		1 email sent/reviewed regarding Efrain Robles	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
3/25/2024		1 email sent/reviewed regarding Settlement Impasse Resolution	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
3/25/2024		NFFE-GEO Master Agreement 2021; REVISED created	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
3/25/2024		3 emails sent/reviewed regarding Robles v. GEO - Gameplan for settlement impasse	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00

3/25/2024		1 email sent/reviewed regarding Robles - 2nd wrongful term evaluation	Theodore Tang	0.70	\$550.00	True	No	-	\$385.00
3/25/2024		1 email sent/reviewed regarding Efran Robles union contract	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
3/25/2024		Research COA v. Union bad faith	Theodore Tang	3.00	\$550.00	True	No	-	\$1,650.00
3/25/2024		Call w/ client re settlement	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
3/22/2024		1 email sent/reviewed regarding Robles v. GEO - Gameplan for settlement impasse	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
3/20/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
3/15/2024		1 email sent/reviewed regarding Imperial County Superior Court- Case Information	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
3/14/2024		3 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
3/12/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.50	\$550.00	True	No	-	\$275.00
3/12/2024		2023.09.11 Robles v. GEO - MOU - final plt sig reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
3/12/2024		2023.09.11 Robles v. GEO - MOU - final reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
3/11/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
3/5/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
3/4/2024		2 emails sent/reviewed regarding Robles v. GEO Draft MPA	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
3/4/2024		2 emails sent/reviewed regarding Robles v. GEO Draft MPA	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
3/4/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
3/4/2024		Matter admin	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/28/2024		Robles Motion for Preliminary Approval DRAFT v1 TRT 2.12.24 reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
2/28/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
2/22/2024		3 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/20/2024		Robles . Geo CA PAGA Settlement Final reviewed	Theodore Tang	0.60	\$550.00	True	No	-	\$330.00
2/20/2024		Decl TRT ISO Settlement DRAFT v1 TRT 2.15.24 edited	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
2/20/2024		Robles Motion for Preliminary Approval DRAFT v1 TRT 2.12.24 reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
2/20/2024		1 email sent/reviewed regarding Robles v. GEO Draft MPA	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00

2/20/2024		Prop Order granting MPA edited and reviewed	Theodore Tang	1.80	\$550.00	True	No	-	\$990.00
2/19/2024		First Amended Class Action Complaint reviewed	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
2/19/2024		Prop Order granting MPA created	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
2/19/2024		Decl TRT ISO Settlement DRAFT v1 TRT 2.15.24 edited	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
2/19/2024		Robles Motion for Preliminary Approval DRAFT v1 TRT 2.12.24 edited	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
2/19/2024		Prop Order granting MPA created, then edited and reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/19/2024		Robles . Geo CA PAGA Settlement Final reviewed	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
2/19/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/19/2024		PLT Decl ISO MPA v1 TRT 2.19.23 edited	Theodore Tang	1.70	\$550.00	True	No	-	\$935.00
2/19/2024		Employment intake 02-06-2022 Efrain Beltran Robles v. GEO Transport, Inc. reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/16/2024		1 email sent/reviewed regarding robles paga letter	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/16/2024		2023-05-22 ROBLES -Geo_s Responses to Plaintiff_s Request for Production of Docs, Set One reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/16/2024		2 emails sent/reviewed regarding robles paga letter	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
2/16/2024		Robles Motion for Preliminary Approval DRAFT v1 TRT 2.12.24 edited	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/16/2024		Decl TRT ISO Settlement DRAFT v1 TRT 2.15.24 edited	Theodore Tang	2.20	\$550.00	True	No	-	\$1,210.00
2/16/2024		Robles . Geo CA PAGA Settlement Final reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/16/2024		GEO- Mediation Brief 9.12.22-1 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/16/2024		GEO Transport Workbook - 2022-09-19 reviewed	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
2/16/2024		BELTRAN SUPP PAGA 9.15.22 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/15/2024		GEO_Robles_Records Request_000001-000211 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/15/2024		GEO Transport Workbook - 2022-09-19 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/15/2024		Robles Motion for Preliminary Approval DRAFT v1 TRT 2.12.24 edited	Theodore Tang	1.40	\$550.00	True	No	-	\$770.00
2/15/2024		Decl TRT ISO Settlement DRAFT v1 TRT 2.15.24 edited	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00

2/15/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/15/2024		Robles . Geo CA PAGA Settlement Final reviewed	Theodore Tang	0.60	\$550.00	True	No	-	\$330.00
2/14/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/14/2024		GEO- Mediation Brief 9.12.22-1 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/14/2024		Robles Motion for Preliminary Approval DRAFT v1 TRT 2.12.24 edited	Theodore Tang	0.80	\$550.00	True	No	-	\$440.00
2/14/2024		Robles v Geo CA PAGA Settlement PLT Signed created	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/14/2024		GEO Transport Workbook - 2022-09-19 reviewed	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
2/13/2024		GEO- Mediation Brief 9.12.22-1 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/13/2024		Mediation notes - 3.2.2023 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/13/2024		GEO Transport Workbook - 2022-09-19 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/13/2024		Robles Motion for Preliminary Approval DRAFT v1 TRT 2.12.24 edited	Theodore Tang	1.70	\$550.00	True	No	-	\$935.00
2/13/2024		Class Liability reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/12/2024		2023.09.11 Robles v. GEO - MOU - final reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/12/2024		GEO- Mediation Brief 9.12.22-1 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/12/2024		Complaint reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/12/2024		1 email sent/reviewed regarding New Text Message from (559) 960-2134 on 02/12/2024 9:10 AM	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/12/2024		Mediation notes - 3.2.2023 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/12/2024		Robles . Geo CA PAGA Settlement Final reviewed	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
2/12/2024		Robles . Geo CA PAGA Settlement Final created, then edited and reviewed	Theodore Tang	0.50	\$550.00	True	No	-	\$275.00
2/12/2024		Robles Motion for Preliminary Approval DRAFT v1 TRT 2.12.24 edited	Theodore Tang	2.60	\$550.00	True	No	-	\$1,430.00
2/12/2024		NTC of CMC created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
2/12/2024		Joint Stipulation for Leave to Amend Complaint reviewed	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
2/12/2024		Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50

2/9/2024		Robles v Geo Transport - Notice of Remote Appearance.1 created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
2/8/2024		Email attachment reviewed - 2024.02.08 Robles Revised Class Settlement Agreement (ak edit)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
2/8/2024		LASC CIV 296 v6 TRT 2.8.24 created, then edited	Theodore Tang	0.60	\$550.00	True	No	-	\$330.00
2/8/2024		10 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.70	\$550.00	True	No	-	\$385.00
2/8/2024		Stip to Cont CMC v2 TRT 2.8.24 created, then edited and reviewed	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
2/7/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
2/5/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
2/2/2024		Proof of Electronic Service created	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
2/2/2024		Case Management Statement created	Collette Navasartian	0.20	\$225.00	True	No	-	\$45.00
2/2/2024		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
2/1/2024		LASC CIV 296 v5 TRT 10.31.23 reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
1/30/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
1/29/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
1/29/2024		Email attachment reviewed - 2024.01.29 Robles Revised Class Settlement Agreement (ak edit)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
1/24/2024		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
1/23/2024		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
1/23/2024		5 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
1/9/2024		4 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
1/9/2024		Belaire Notice GEO 6.23.23 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/9/2024		2023.09.11 Robles v. GEO - MOU - final reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
1/9/2024		LASC CIV 296 v5 TRT 10.31.23 reviewed	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
1/9/2024		LASC CIV 296 v6 TRT 12.07.23 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
1/9/2024		6 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.70	\$550.00	True	No	-	\$385.00

1/5/2024		3 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
1/3/2024		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
12/26/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
12/20/2023		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
12/12/2023		LASC CIV 296 v6 TRT 12.07.23 reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
12/12/2023		4 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
12/12/2023		1 email sent/reviewed regarding Robles v. GEO call recap	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
12/11/2023		1 email sent/reviewed regarding Robles v. GEO call recap	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
12/11/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
12/11/2023		Call w/ OC re Term claim carveout	Theodore Tang	0.80	\$550.00	True	No	-	\$440.00
12/8/2023		7 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.60	\$550.00	True	No	-	\$330.00
12/8/2023		LASC CIV 296 v6 TRT 12.07.23 reviewed	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
12/7/2023		1 email sent/reviewed regarding Robles v. GEO - Wrongful Termination claim evaluation	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
12/7/2023		3 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
12/7/2023		LASC CIV 296 v6 TRT 12.07.23 created, then edited	Theodore Tang	0.80	\$550.00	True	No	-	\$440.00
12/7/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
12/6/2023		2023.09.11 Robles v. GEO - MOU - final plt sig reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
12/6/2023		2023.09.11 Robles v. GEO - MOU - final reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
12/6/2023		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
12/6/2023		Emails to OC re settlement	Manny Starr	1.50	\$750.00	True	No	-	\$1,125.00
11/29/2023		Belaire Notice GEO reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/28/2023		1 email sent/reviewed regarding Imperial County Superior Court- Case Information	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
11/28/2023		38c33903_5aef_4abf_bf17_a86ed3c0359d6_v2 created	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50

11/27/2023		2 emails sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/22/2023		Memo edited - Client fired 11/17/23	Daniel Ginzburg	0.20	\$650.00	True	No	-	\$130.00
11/22/2023		2023.09.11 Robles v. GEO - MOU - final reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/22/2023		4 emails sent/reviewed regarding Robles v. GEO - Wrongful Termination claim evaluation	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
11/22/2023		8 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.40	\$750.00	True	No	-	\$300.00
11/22/2023		LASC CIV 296 v5 TRT 10.31.23 reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
11/22/2023		5 emails sent/reviewed regarding Robles v. GEO - Wrongful Termination claim evaluation	Theodore Tang	0.50	\$550.00	True	No	-	\$275.00
11/22/2023		11 8 23 statement er reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
11/22/2023		5 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
11/22/2023		1 email sent/reviewed regarding Efrain Robles	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
11/22/2023		Termination notice reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
11/22/2023		2023.09.11 Robles v. GEO - MOU - final plt sig reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
11/22/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
11/22/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
11/22/2023		Matter admin	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
11/22/2023		Work on stip to continue CMC	Manny Starr	0.40	\$650.00	True	No	-	\$260.00
11/20/2023		Call w/ Client re Wrongful Term eval	Theodore Tang	0.70	\$550.00	True	No	-	\$385.00
11/20/2023		Memo edited - Client fired 11/17/23	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
11/20/2023		3 emails sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.- Client Update	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
11/20/2023		3 emails sent/reviewed regarding Efrain Robles	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
11/20/2023		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
11/17/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.- Client Update	Mary Mars	0.10	\$225.00	True	No	-	\$22.50

11/17/2023		Memo created, then reviewed - Client fired 11/17/23	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
11/13/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
11/7/2023		6 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
11/7/2023		2nd Stipulation to Continue Pending Settlement v1 TRT 11.3.23 edited	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
11/7/2023		2nd Stipulation to Continue Pending Settlement v1 TRT 11.3.23 edited	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
11/7/2023		2nd Stipulation to Continue Pending Settlement v1 TRT 11.3.23 created	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
11/7/2023		Stipulation and Order (6) created	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
11/6/2023		3 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
11/3/2023		Stipulation to Continue Pending Settlement v3 TRT 7.26.23 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
11/3/2023		2nd Stipulation to Continue Pending Settlement v1 TRT 11.3.23 edited	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
11/3/2023		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
10/31/2023		Email attachment reviewed - Efrain Robles v. GEO Transport Inc. - ILYM Group Class and PAGA Quote (003)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
10/31/2023		LASC CIV 296 v4 TRT 10.31.23 created, then edited and reviewed	Theodore Tang	1.30	\$550.00	True	No	-	\$715.00
10/31/2023		LASC CIV 296 v3 DEF 10.31.23 created	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
10/31/2023		7 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.80	\$550.00	True	No	-	\$440.00
10/31/2023		Matter admin	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
10/30/2023		LASC CIV 296 v4 TRT 10.18.23 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/30/2023		3 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
10/30/2023		1 email sent/reviewed regarding robles	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
10/26/2023		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
10/24/2023		Robles v. GEO - PLT Mediation Brief v2 edited	Daniel Ginzburg	1.50	\$650.00	True	No	-	\$975.00
10/19/2023		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
10/18/2023		20230726 Robles v. GEO Transport Opt-Out Administration wTranslation Theodore Tang - Frontier 83 created	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00

10/18/2023		LASC CIV 296 v4 TRT 10.18.23 created, then reviewed	Theodore Tang	1.10	\$550.00	True	No	-	\$605.00
10/18/2023		5 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
10/17/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
10/17/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
10/17/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
10/17/2023		Review of DEF redlines to long form SAR	Manny Starr	1.00	\$650.00	True	No	-	\$650.00
10/17/2023		Phone call with client	Mary Mars	0.20	\$225.00	True	No	-	\$45.00
10/16/2023		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
10/13/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
10/9/2023		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/29/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/29/2023		4 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
9/28/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.-Retaliation Documentation	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
9/14/2023		LASC CIV 296 v1 TRT 9.11.23 reviewed	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
9/14/2023		LASC CIV 296 v2 TRT 9.13.23 reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
9/14/2023		Mediation notes - 3.2.2023 reviewed	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
9/14/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/14/2023		LASC CIV 296 v2 TRT 9.13.23 edited and reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
9/14/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/13/2023		Mediation notes - 3.2.2023 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/13/2023		1 email sent/reviewed regarding Robles long form draft 1	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/13/2023		LASC CIV 296 v2 TRT 9.13.23 created, then reviewed	Theodore Tang	2.30	\$550.00	True	No	-	\$1,265.00
9/13/2023		2023_08_01 Robles v. GEO - MOU - MS Edits 8.29.23 reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00

9/12/2023		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/12/2023		Mediation notes - 3.2.2023 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/12/2023		Robles v. GEO Group - PLT Supp. Mediation Letter reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/12/2023		Robles v GEO Complaint reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/12/2023		LASC CIV 296 v1 TRT 9.11.23 edited	Theodore Tang	2.50	\$550.00	True	No	-	\$1,375.00
9/12/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
9/12/2023		Robles v. GEO - PLT Mediation Brief v2 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/12/2023		2023_08_01 Robles v. GEO - MOU - MS Edits 8.29.23 reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
9/12/2023		2023_07_26 Robles v. GEO - MOU (PLT Draft 1).docx reviewed	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
9/11/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/11/2023		LASC CIV 296 v1 TRT 9.11.23 created	Theodore Tang	1.00	\$550.00	True	No	-	\$550.00
9/11/2023		GEO Supp PAGA Letter 9.15.22 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/11/2023		Email attachment reviewed - 2023_08_01 Robles v. GEO - MOU - MS Edits 8.29.23	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/11/2023		4 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.50	\$550.00	True	No	-	\$275.00
9/10/2023		3 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
9/9/2023		4 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/9/2023		Further work on MOU	Manny Starr	1.00	\$750.00	True	No	-	\$750.00
9/8/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
9/8/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
8/29/2023		Email attachment reviewed - 2023_08_01 Robles v. GEO - MOU (Akerman Markup 2023.08.29)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
8/29/2023		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
8/29/2023		2023_07_26 Robles v. GEO - MOU (PLT Draft 1).docx reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
8/29/2023		Review and discuss MOU	Daniel Ginzburg	0.50	\$650.00	True	No	-	\$325.00

8/29/2023		Further review, discuss, revise MOU	Manny Starr	0.70	\$750.00	True	No	-	\$525.00
8/21/2023		2023_07_26 Robles v. GEO - MOU (PLT Draft 1).docx reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
8/21/2023		prep for and attend call to discuss MOU provisions	Manny Starr	0.70	\$750.00	True	No	-	\$525.00
8/15/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
8/10/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
8/8/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
8/7/2023		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00
8/2/2023		3 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/2/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/31/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/28/2023		Phone Call To: El Centro Courthouse	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
7/28/2023		Matter admin	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
7/27/2023		2023_07_26 Robles v. GEO - MOU (PLT Draft 1).docx edited and reviewed	Theodore Tang	0.60	\$550.00	True	No	-	\$330.00
7/27/2023		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/27/2023		Mediation notes - 3.2.2023 reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
7/27/2023		Services provided on 7/27/2023	Yasmin Ruiz	0.10	\$75.00	True	No	-	\$7.50
7/26/2023		LASC CIV 296.docx created, then edited	Theodore Tang	0.70	\$550.00	True	No	-	\$385.00
7/26/2023		Stipulation to Continue Pending Settlement v3 TRT 7.26.23 created, then edited and reviewed	Theodore Tang	1.00	\$550.00	True	No	-	\$550.00
7/26/2023		Stipulation to Continue Pending Settlement v3 TRT 7.26.23 edited	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/26/2023		Robles v. GEO - PLT Mediation Brief v2 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/26/2023		Robles Stip to move dates v2 reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/26/2023		Stipulation to Continue Pending Settlement 7.24.23 reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
7/26/2023		Mediation notes - 3.2.2023 reviewed	Theodore Tang	0.30	\$550.00	True	No	-	\$165.00

7/26/2023		4 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.40	\$550.00	True	No	-	\$220.00
7/26/2023		1 email sent/reviewed regarding Robles v. GEO Transport, Inc.	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
7/26/2023		2023_07_26 Robles v. GEO - MOU (PLT Draft 1).docx edited	Theodore Tang	1.70	\$550.00	True	No	-	\$935.00
7/26/2023		Matter admin	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
7/26/2023		Stipulation to Continue Pending Settlement v3 TRT 7.26.23 created	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
7/26/2023		stip submitted for filing	Mary Mars	0.20	\$225.00	True	No	-	\$45.00
7/25/2023		2 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
7/24/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
7/24/2023		Stipulation to Continue Pending Settlement 7.24.23 created	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/24/2023		2 emails sent/reviewed regarding Robles v. GEO Transport, Inc.	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
7/24/2023		Stipulation to Continue Pending Settlement created, then edited	Theodore Tang	1.20	\$550.00	True	No	-	\$660.00
7/24/2023		Complaint_ Amended-First reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/24/2023		6 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Theodore Tang	0.70	\$550.00	True	No	-	\$385.00
7/19/2023		Matter admin	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
7/19/2023		Memorandum 12-22-2021 Efrain Beltran Robles v. Geo Transport, Inc reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
7/19/2023		Post mediation settlement discussions	Manny Starr	2.50	\$750.00	True	No	-	\$1,875.00
7/18/2023		Services provided on 7/18/2023	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
7/11/2023		Services provided on 7/11/2023	Yasmin Ruiz	0.10	\$75.00	True	No	-	\$7.50
7/10/2023		Robles- Notice of Change address created	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
7/10/2023		Robles- POS created	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
7/10/2023		Matter admin	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
7/7/2023		4 emails sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.40	\$750.00	True	No	-	\$300.00
6/23/2023		Complaint_ Amended-First reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00

6/23/2023		2023-05-22 ROBLES -Geo_s Responses to Plaintiff_s Special Rogs, Set One reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
6/23/2023		Complaint reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
6/23/2023		Belaire Notice GEO 6.23.23 edited	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
6/23/2023		DRAFT PMQ Depo Notice - GEO - 6.23.2023 created	Manny Starr	2.20	\$750.00	True	No	-	\$1,650.00
6/23/2023		1 email sent/reviewed regarding Robles v. Geo (Case No. ECU002464)	Manny Starr	0.60	\$750.00	True	No	-	\$450.00
6/23/2023		Robles-PMQ Depo Notice - State 10.20.22 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
6/23/2023		Review discovery responses, begin meet and confer process, draft M&C	Manny Starr	6.50	\$750.00	True	No	-	\$4,875.00
6/23/2023		Review edit and finalize Belaire notice	Manny Starr	2.00	\$750.00	True	No	-	\$1,500.00
6/22/2023		First Amended Class Action Complaint reviewed	Daniel Ginzburg	0.30	\$650.00	True	No	-	\$195.00
6/22/2023		Post mediation negotiations	Manny Starr	5.00	\$750.00	True	No	-	\$3,750.00
6/22/2023		Internal meeting re discovery, Belaire process	Daniel Ginzburg	1.50	\$650.00	True	No	-	\$975.00
6/22/2023		Internal meeting re discovery, Belaire process	Manny Starr	1.50	\$750.00	True	No	-	\$1,125.00
6/8/2023		2023-05-22 ROBLES -Geo_s Responses to Plaintiff_s Special Rogs, Set One reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
6/8/2023		GEO- Mediation Brief 9.12.22-1 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
6/8/2023		2023-05-22 ROBLES -Geo_s Responses to Plaintiff_s Request for Admissions, Set One reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
6/8/2023		2023-05-22 ROBLES -Geo_s Responses to Plaintiff_s Request for Production of Docs, Set One reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
6/8/2023		Review discovery, prep for meet and confer	Manny Starr	4.00	\$750.00	True	No	-	\$3,000.00
6/8/2023		Negotiations through mediator, internal meetings	Manny Starr	2.00	\$750.00	True	No	-	\$1,500.00
6/7/2023		Mediation notes - 3.2.2023 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
6/7/2023		Mediation negotiations, related analysis	Manny Starr	3.00	\$750.00	True	No	-	\$2,250.00
5/31/2023		1 internal message sent/reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
5/31/2023		1 internal message sent/reviewed	Mary Mars	0.10	\$225.00	True	No	-	\$22.50

5/24/2023		Services provided on 5/24/2023	Yasmin Ruiz	0.20	\$75.00	True	No	-	\$15.00
5/15/2023		Damages analysis updated for mediation reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
5/15/2023		37-2022-00000670-CU-OE-CTL_ROA-31_12-15-22_Memorandum_of_Points_and_Authorities_in_support_of_1677433334066 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
5/15/2023		Class Liability reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
5/15/2023		Mediation notes - 3.2.2023 edited and reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
5/15/2023		Robles v. GEO - PLT Mediation Brief v2 reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
5/5/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
4/25/2023		Services provided on 4/25/2023	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
4/24/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.- Service Of Signed Stip	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
4/24/2023		Complaint reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/24/2023		2 emails sent/reviewed regarding Robles v. GEO Transport, Inc.	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/24/2023		Services provided on 4/24/2023	Collette Navasartian	0.20	\$225.00	True	No	-	\$45.00
4/20/2023		Matter admin	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
4/20/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.- Service Of Signed Stip	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
4/18/2023		6 emails sent/reviewed regarding Robles v. GEO Transport, Inc.	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/18/2023		Email attachment reviewed - Robles Stip to move dates v2(aker rev)	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/18/2023		Robles Stip to move dates reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
4/18/2023		Services provided on 4/18/2023	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
4/14/2023		Memo created - 4/17/23 Meeting	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
4/13/2023		2 emails sent/reviewed regarding Robles v. GEO Transport, Inc.	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/12/2023		1 email sent/reviewed regarding Robles v. GEO Transport, Inc.	Manny Starr	0.10	\$750.00	True	No	-	\$75.00

4/3/2023		1 email sent/reviewed regarding Robles v. GEO Transport, Inc.	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/28/2023		4 emails sent/reviewed regarding Robles v. GEO Transport, Inc.	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
3/21/2023		2 emails sent/reviewed regarding Robles v. GEO Transport, Inc.	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
3/21/2023		Robles Stip to move dates v2 created, then reviewed	Theodore Tang	0.20	\$550.00	True	No	-	\$110.00
3/14/2023		1 internal message sent/reviewed	Theodore Tang	0.10	\$550.00	True	No	-	\$55.00
3/13/2023		1 internal message sent/reviewed	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
3/13/2023		Memo created, then edited - Calculations	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
3/13/2023		Robles Stip to move dates reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/13/2023		1 internal message sent/reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/13/2023		2 internal messages sent/reviewed	Theodore Tang	0.10	\$450.00	True	No	-	\$45.00
3/13/2023		2 emails sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Theodore Tang	0.40	\$450.00	True	No	-	\$180.00
3/13/2023		Robles Stip to move dates created, then edited	Theodore Tang	1.40	\$450.00	True	No	-	\$630.00
3/10/2023		7 emails sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.- DEF Document Production	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/10/2023		Mediation notes - 3.2.2023 reviewed	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
3/10/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/10/2023		GEO Transport Workbook - 2023-03-07 reviewed	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
3/10/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Theodore Tang	0.10	\$450.00	True	No	-	\$45.00
3/8/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/8/2023		notice of trial 6.14 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
3/8/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
3/7/2023		Matter admin	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/7/2023		1 email sent/reviewed regarding Robles v. GEO Transport, Inc. - updated class data	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/7/2023		4 emails sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.- DEF Document Production	Manny Starr	0.20	\$750.00	True	No	-	\$150.00

3/7/2023		Email attachment reviewed - GEO Transport Workbook - 2023-03-03	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/7/2023		Mediation notes - 3.2.2023 reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
3/7/2023		Prep for and attend call with damages expert	Manny Starr	1.00	\$750.00	True	No	-	\$750.00
3/6/2023		Memo edited - General case strategy	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
3/6/2023		Mediation notes - 3.2.2023 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/3/2023		6 emails sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.- DEF Document Production	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
3/2/2023		MEDIATION (ZOOM) attended	Daniel Ginzburg	8.00	\$650.00	True	No	-	\$5,200.00
3/2/2023		GEO- Mediation Brief 9.12.22-1 reviewed	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
3/2/2023		Complaint_ Amended-First reviewed	Daniel Ginzburg	0.20	\$650.00	True	No	-	\$130.00
3/2/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.- Service of Plaintiff's Discovery Set 1	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/2/2023		Damages analysis updated for mediation created	Manny Starr	2.10	\$750.00	True	No	-	\$1,575.00
3/2/2023		Memorandum 12-29-2021 Efrain Beltran Robles v. Geo Transport, Inc reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/2/2023		3 emails sent/reviewed regarding Robles v. GEO Transport, Inc. - updated class data	Manny Starr	0.60	\$750.00	True	No	-	\$450.00
3/2/2023		4 emails sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.- DEF Document Production	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
3/2/2023		Employment intake 02-06-2022 Efrain Beltran Robles v. GEO Transport, Inc. reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/2/2023		1 email sent/reviewed regarding Robles v. GEO Transport - Liability Assessment	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/2/2023		SROGS (SET 1) 10.20.22 reviewed	Manny Starr	0.10	\$550.00	True	No	-	\$55.00
3/2/2023		Prepare for and attend second mediation	Manny Starr	10.50	\$750.00	True	No	-	\$7,875.00
3/2/2023		Discovery Propounded on DEF attended	Mary Mars	0.50	\$150.00	True	No	-	\$75.00
3/2/2023		Robles- POS 10.20.22 reviewed	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
3/2/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.- Service of Plaintiff's Discovery Set 1	Mary Mars	0.10	\$150.00	True	No	-	\$15.00

3/2/2023		Robles- POS 3.2.23 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
3/2/2023		RFPD (SET 1) 3.2.23 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
3/2/2023		RFPD (SET 1) 10.20.22 edited	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
3/2/2023		Matter admin	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
3/2/2023		RFA (SET 1) 3.2.23 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
3/2/2023		SROGS (SET 1) 3.2.23 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
2/26/2023		Class Liability created	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/26/2023		GEO- Mediation Brief 9.12.22-1 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/26/2023		GEO Transport Workbook - 2022-09-23 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/26/2023		1 email sent/reviewed regarding Robles v. GEO Transport - Liability Assessment	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/26/2023		GEO Transport Workbook - 2022-09-19 reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
2/26/2023		Supplemental Brief - GEO edited	Manny Starr	0.80	\$750.00	True	No	-	\$600.00
2/26/2023		UPDATED - GEO Transport Workbook - 2023-02-13 reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
2/26/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.- DEF Document Production	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/26/2023		37-2022-00000670-CU-OE-CTL_ROA-30_12-15-22_Notice_of_Motion_and_Motion_for_Motion_for_Prelimi_1677433333973 created	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/26/2023		PAGA Liability created	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/26/2023		37-2022-00000670-CU-OE-CTL_ROA-31_12-15-22_Memorandum_of_Points_and_Authorities_in_support_of_1677433334066 created	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/26/2023		Robles v. GEO Group - PLT Supp. Mediation Letter Drafted	Manny Starr	4.00	\$750.00	True	No	-	\$3,000.00
2/23/2023		3 internal messages sent/reviewed	Daniel Ginzburg	0.20	\$650.00	True	No	-	\$130.00
2/23/2023		L/D TO PAY MEDIATION attended	Manny Starr	0.50	\$750.00	True	No	-	\$375.00

2/23/2023		3 internal messages sent/reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
2/23/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.- DEF Document Production	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/23/2023		Matter admin	Taylor May	0.40	\$150.00	True	No	-	\$60.00
2/23/2023		4 internal messages sent/reviewed	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
2/21/2023		Complaint reviewed	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
2/21/2023		Complaint_ Amended-First reviewed	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
2/21/2023		Robles v. GEO - PLT Mediation Brief v2 reviewed	Daniel Ginzburg	0.60	\$650.00	True	No	-	\$390.00
2/21/2023		GEO_Robles_Records Request_000001-000211 reviewed	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
2/21/2023		GEO Supp PAGA Letter 9.15.22 reviewed	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
2/21/2023		UPDATED - GEO Transport Workbook - 2023-02-13 reviewed	Manny Starr	0.40	\$750.00	True	No	-	\$300.00
2/21/2023		Pay.Detail.204317 reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
2/13/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.- DEF Document Production	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/13/2023		Matter admin	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
2/10/2023		GEO Transport Workbook - 2022-09-19 reviewed	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
2/10/2023		1 email sent/reviewed regarding Robles v. GEO Transport, Inc. - Mediation	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/10/2023		2 emails sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.- DEF Document Production	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/10/2023		1 email sent/reviewed regarding Robles v. GEO Transport - Liability Assessment	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/10/2023		Memo edited - Case Update 1/6/23	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/10/2023		Matter admin	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
2/10/2023		Robles- First Amended Class Action Complaint v1 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
2/10/2023		1 email sent/reviewed regarding Robles v. GEO Transport, Inc. - Mediation	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
2/6/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.-Service of Joint Stipulation	Manny Starr	0.10	\$750.00	True	No	-	\$75.00

2/6/2023		Matter admin	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
1/30/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.- DEF Document Production	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
1/27/2023		Informal discovery 2nd set reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
1/27/2023		GEO Transport Workbook - 2022-09-23 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/27/2023		2 emails sent/reviewed regarding Robles v. GEO Transport - Liability Assessment	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/27/2023		Robles- POS 1.27.23 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
1/27/2023		First Amended Class Action Complaint reviewed	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
1/27/2023		Matter admin	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
1/27/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.-Service of Joint Stipulation	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
1/27/2023		Joint Stipulation for Leave to Amend Complaint created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
1/27/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
1/24/2023		Services provided on 1/24/2023	Adam Rose	0.20	\$750.00	True	No	-	\$150.00
1/23/2023		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc. FAC	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
1/17/2023		Pay.Detail.204317 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/17/2023		Robles v. GEO - PLT Mediation Brief v2 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/6/2023		Memo created - Case Update 1/6/23	Daniel Ginzburg	0.10	\$650.00	True	No	-	\$65.00
1/3/2023		CMC attended	Daniel Ginzburg	0.50	\$650.00	True	No	-	\$325.00
1/3/2023		Matter admin	Taylor May	0.50	\$150.00	True	No	-	\$75.00
1/3/2023		Robles- Declaration of DG 1.3.22 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
1/3/2023		Robles declaration (1) created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
1/3/2023		Robles- Declaration of DG 1.3.22 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
1/3/2023		Matter admin	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
12/26/2022		Matter admin	Taylor May	0.10	\$150.00	True	No	-	\$15.00

12/16/2022		GEO- Mediation Brief 9.12.22-1 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
12/16/2022		Informal Discovery reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
12/14/2022		Complaint_ Amended-First reviewed	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
12/13/2022		Matter admin	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
12/13/2022		Robles- CMS Draft 12.12.22 reviewed	Mary Mars	0.30	\$150.00	True	No	-	\$45.00
12/13/2022		Complaint_ Amended-First reviewed	Mary Mars	0.30	\$150.00	True	No	-	\$45.00
12/13/2022		Robles- Case Management Statement 12.13.22 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
12/12/2022		Matter admin	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
12/12/2022		Robles- CMS Draft 12.12.22 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
12/12/2022		Complaint_ Amended-First reviewed	Mary Mars	0.20	\$150.00	True	No	-	\$30.00
11/21/2022		SROGS (SET 1) 10.20.22 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/21/2022		Memo edited - Case review meeting	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
11/18/2022		Matter admin	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
11/15/2022		Memo created, then edited - Case review meeting	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/26/2022		Matter admin	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/20/2022		amending complaint and case strategy	Daniel Ginzburg	5.00	\$650.00	True	No	-	\$3,250.00
10/20/2022		RFA (SET 1) 10.20.22 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
10/20/2022		Roble- Form Interrogatories--Employment 10.20.22 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
10/20/2022		SROGS (SET 1) 10.20.22 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
10/20/2022		1 email sent/reviewed regarding Efrain Robles v. GEO Transport, Inc.	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
10/20/2022		Robles-PMQ Depo Notice - State 10.20.22 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
10/20/2022		Robles-Form Interrogatories--General 10.20.22 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
10/20/2022		RFA (SET 1) 10.20.22 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
10/20/2022		Robles- POS 10.20.22 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00

10/20/2022		SROGS (SET 1) 10.20.22 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
10/20/2022		RFPD (SET 1) 10.20.22 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
10/20/2022		RFPD (SET 1) 10.20.22 created	Mary Mars	0.10	\$150.00	True	No	-	\$15.00
10/20/2022		PMQ Depo Notice - State created	Mary Mars	0.40	\$150.00	True	No	-	\$60.00
10/15/2022		Complaint_ Amended-First created	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/14/2022		Matter admin	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/14/2022		5 emails sent/reviewed regarding Robles v. GEO Transport	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/13/2022		Matter admin	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/12/2022		First Amended Class Action Complaint created, then edited	Manny Starr	0.70	\$750.00	True	No	-	\$525.00
10/12/2022		1 email sent/reviewed regarding Robles FAC	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/12/2022		Combined PDF created	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/9/2022		Matter admin	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/7/2022		Matter admin	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/6/2022		Matter admin	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/5/2022		reviewing and analyzing informal discovery responses	Daniel Ginzburg	9.00	\$650.00	True	No	-	\$5,850.00
10/3/2022		Matter admin	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/2/2022		1 email sent/reviewed regarding Robles v. GEO Transport - Liability Assessment	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/1/2022		Matter admin	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/29/2022		Matter admin	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/29/2022		Draft memo - General case strategy	Manny Starr	1.20	\$750.00	True	No	-	\$900.00
9/23/2022		Prep for and attend mediation	Manny Starr	10.00	\$750.00	True	No	-	\$7,500.00
9/23/2022		Attend mediation	Daniel Ginzburg	8.00	\$650.00	True	No	-	\$5,200.00
9/21/2022		Review documents, review case file, prepare for mediation	Daniel Ginzburg	12.00	\$650.00	True	No	-	\$7,800.00
9/15/2022		finalizing and filling supplemental PAGA letter	Daniel Ginzburg	2.00	\$650.00	True	No	-	\$1,300.00

9/14/2022		Draft mediation brief	Manny Starr	13.00	\$750.00	True	No	-	\$9,750.00
9/14/2022		Assisting in Drafting mediation brief	Daniel Ginzburg	8.00	\$650.00	True	No	-	\$5,200.00
9/8/2022		Communicating with OC	Daniel Ginzburg	0.50	\$650.00	True	No	-	\$325.00
9/8/2022		conducting informal discovery	Daniel Ginzburg	2.00	\$650.00	True	No	-	\$1,300.00
8/11/2022		investigating the case	Daniel Ginzburg	6.00	\$650.00	True	No	-	\$3,900.00
8/4/2022		Communicating with OC	Daniel Ginzburg	0.50	\$650.00	True	No	-	\$325.00
8/2/2022		Communicating with OC	Daniel Ginzburg	0.50	\$650.00	True	No	-	\$325.00
7/22/2022		Communicating with OC	Daniel Ginzburg	0.50	\$650.00	True	No	-	\$325.00
6/15/2022		Communicating with OC	Daniel Ginzburg	0.50	\$650.00	True	No	-	\$325.00
5/4/2022		Communicating with OC	Daniel Ginzburg	0.50	\$650.00	True	No	-	\$325.00
4/29/2022		Review PAGA letter	Manny Starr	0.40	\$750.00	True	No	-	\$300.00
4/29/2022		Drafting and finalizing PAGA letter	Daniel Ginzburg	2.00	\$650.00	True	No	-	\$1,300.00
1/17/2022		Calls with client re case	Manny Starr	1.80	\$750.00	True	No	-	\$1,350.00
12/30/2021		Initial case evaluation, formulate strategy	Manny Starr	4.00	\$750.00	True	No	-	\$3,000.00
Total - Write offs				0.00	\$0.00				
Total - Unbillable				0.00	\$0.00				
Total - Billable				0.00	\$189,767.50				
Total				302.10	\$189,767.50				

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Exhibit C

Expenses

for Efrain Robles - Employment Claim - GEO Transport, Inc. - State Agency Charge No.: LWDA-CM-880574-22

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write Off?	Status	Total
10/23/2024		receipt5752710871714901257	Dane Huntsman	1	\$50.00	True	No	-	\$50.00
10/22/2024		One Legal Credit Card Sale_06482421	Dane Huntsman	1	\$19.05	True	No	-	\$19.05
9/17/2024		One Legal Credit Card Sale_06377336	Dane Huntsman	1	\$89.26	True	No	-	\$89.26
8/8/2024		One Legal Credit Card Sale_06219566	Taylor McCarthy	1	\$17.40	True	No	-	\$17.40
8/7/2024		One Legal Credit Card Sale_06218925	Dane Huntsman	1	\$17.40	True	No	-	\$17.40
7/29/2024		receipt1092036289756573835 remote appearance fee	Dane Huntsman	1	\$50.00	True	No	-	\$50.00
6/11/2024		One Legal Credit Card Sale_06106623	Alina Arama	1	\$18.43	True	No	-	\$18.43
6/10/2024		Remote Appearance Fee	Collette Navasartian	1	\$50.00	True	No	-	\$50.00
5/22/2024		One Legal Credit Card Sale_06053259	Rosemary Flores	1	\$17.40	True	No	-	\$17.40
5/20/2024		One Legal Credit Card Sale_06019113	Taylor McCarthy	1	\$3.09	True	No	-	\$3.09
4/4/2024		One Legal Credit Card Sale_05870912	Taylor McCarthy	1	\$37.99	True	No	-	\$37.99
2/22/2024		One Legal Credit Card Sale_05706505	Taylor McCarthy	1	\$17.40	True	No	-	\$17.40
11/8/2023		One Legal Credit Card Sale_05476436	Taylor McCarthy	1	\$37.99	True	No	-	\$37.99
7/27/2023		One Legal CC Sale: 05179738	Yasmin Ruiz	1	\$36.96	True	No	-	\$36.96
7/11/2023		One Legal CC Sale: 05132058	Yasmin Ruiz	1	\$18.43	True	No	-	\$18.43
5/17/2023		Econ One 23566	Kirsten Starr	1	\$682.50	True	No	-	\$682.50
4/19/2023		One Legal CC sale: 04918540	Mary Mars	1	\$35.93	True	No	-	\$35.93
3/14/2023		Econ One 23357	Kirsten Starr	1	\$308.75	True	No	-	\$308.75
2/28/2023		Mediation Payment	Mary Mars	1	\$5,150.00	True	No	-	\$5,150.00

2/26/2023		Downloading court docs	Manny Starr	1	\$14.00	True	No	-	\$14.00
2/26/2023		Downloading court docs	Manny Starr	1	\$14.60	True	No	-	\$14.60
2/13/2023		One Legal CC Sale: 04746895	Mary Mars	1	\$17.40	True	No	-	\$17.40
1/27/2023		One Legal CC Sale: 04705528	Mary Mars	1	\$35.93	True	No	-	\$35.93
1/3/2023		InfoTrack - CA: File To Existing - #23IM00011150 - Efrain Beltran Robles vs. GEO Transport, Inc.: Declaration (1 filing)	Mary Mars	1	\$14.45	True	No	-	\$14.45
1/3/2023		InfoTrack - CA: File To Existing - #23IM00011153 - Efrain Beltran Robles vs. GEO Transport, Inc.: Declaration (1 filing)	Mary Mars	1	\$14.45	True	No	-	\$14.45
12/13/2022		InfoTrack - CA: File To Existing - #22IM00010229 - Efrain Beltran Robles vs. GEO T...: Case Management Conference Statement (1 filing)	Mary Mars	1	\$14.45	True	No	-	\$14.45
2/22/2022		Mailed RR	Mary Mars	1	\$7.33	True	No	-	\$7.33
2/22/2022		7/6/2022 9:09 AM-Filing Fees / Court Costs-One Legal Sale: 04191611	Mary Mars	1	\$12.87	True	No	-	\$12.87
2/22/2022		7/6/2022 9:29 AM-Filing Fees / Court Costs-One Legal CC Sale: 04191623	Mary Mars	1	\$12.87	True	No	-	\$12.87
2/22/2022		10/4/2022 10:57 AM-Expert / Consultant / Witness-Econ One Inv. No. 22452	Mary Mars	1	\$2,736.00	True	No	-	\$2,736.00
2/22/2022		0/13/2022 9:57 AM-Filing Fees / Court Costs-One Legal: 04444565\$14.88	Mary Mars	1	\$14.88	True	No	-	\$14.88
2/22/2022		9/23/2022 9:33 AM-Filing Fees / Court Costs-ONE LEGAL Credit Sale04392298	Mary Mars	1	\$20.02	True	No	-	\$20.02
2/22/2022		4/26/2022 2:49 PM-Filing Fees / Court Costspaga	Mary Mars	1	\$75.00	True	No	-	\$75.00
2/22/2022		7/5/2022 2:52 PM-Filing Fees / Court Costs-One Legal CC Sale: 04192093	Mary Mars	1	\$462.71	True	No	-	\$462.71
2/22/2022		4/26/2022 10:23 AM- mailed PAGA Letter	Mary Mars	1	\$7.33	True	No	-	\$7.33
2/22/2022		Mediation	Mary Mars	1	\$7,500.00	True	No	-	\$7,500.00
Total - Write offs									\$0.00
Total - Unbillable									\$0.00
Total - Billable									\$17,632.27
Total									\$17,632.27

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Exhibit D

January 6, 2025

Request for Exclusion

Re: **Efrain Robles v. Geo Transportation, Inc.**

On Behalf of: [REDACTED]

ILYM ID: [REDACTED]

Dates of Employment: June 2022 - Present

Address: [REDACTED]

Phone No.: [REDACTED]

Soc . Sec. #: [REDACTED]

Attention Settlement Administrator:

My name is [REDACTED] and my contact information is above. I wish to be excluded and opt-out of the *Efrain Robles v. Geo Transportation, Inc.* settlement. I do not want to participate.

Thank You,

Signed by:

[REDACTED]
[Signature]