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Attorneys for Plaintiff, on a representative basis, and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

EDWARD CRUZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

C T CORPORATION SYSTEM., a
Delaware Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: 30-2022-01261966-CU-OE-CXC
*[Assigned to Hon. Melissa McCormick, Dept
CX104, for all purposes]*

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing

Date: March 14, 2024

Time: 2:00 p.m.

Dept: CX104

Complaint filed: May 25, 2022

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment law department and am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

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1 **COUNSEL’S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since 2001.
3 I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled over 500 employee vs. employer litigation matters during my 23
7 years in practice. Over the last 15 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled over 250 class action and representative
10 action wage/hour cases, and have been appointed by the court as class counsel and have received
11 final court approval and judgment in close to half of those actions to date, and anticipate
12 receiving final approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered in excess of \$250
14 million in damages for my clients and the class members (who often work as nurses, ambulance
15 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
16 countless other trades). My team and I once held the record for the largest PAGA-only case in
17 California’s history - a \$12.5 million-dollar court approved settlement, which followed extensive
18 litigation, summary adjudication and writs to the CA Supreme Court against a Fortune 50
19 company (*Garcia v. Macy’s*, San Bernardino Superior Court).

20 5. I have tried two major class and PAGA cases against Fortune 100 companies over
21 the last few years. I was lead counsel in a PAGA case that my firm tried in the Orange County
22 Superior Court and received a \$425,000 judgment. I was co-counsel in a class action case
23 against Walmart that was tried to the jury in District Court, wherein the jury awarded Plaintiffs
24 over \$6 million. Both cases were appealed, and ultimately the jury trial verdict was affirmed and
25 the PAGA case was reversed and remanded.

26 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
27 the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17
28 employment/labor law attorneys in 2023). Additionally, for the last five consecutive years, I

1 have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that
2 only 5% of lawyers receive.

3 **ADEQUACY OF SETTLEMENT**

4 7. The Settlement Class, as conditionally certified by this Court, consists of all
5 current and former non-exempt (hourly paid) employees employed by Defendant in California at
6 any time during the Class Period of May 25, 2018, through May 22, 2023.

7 8. As set forth in the Declaration of Lluvia Islas on behalf of the Settlement
8 Administrator, Phoenix Settlement Administrators, the Net Settlement Amount is \$513,223.43,
9 after the deductions set forth in the chart here:

	Total Amount
<i>Gross Settlement Amount</i>	\$ 950,000.00
Attorneys’ Fees (1/3)	\$ 316,666.66
Litigation Costs	\$ 15,609.91
Administrator Costs	\$ 7,000.00
PAGA Penalties	\$ 90,000.00
Class Representative’s Service Award	\$ 7,500.00
<i>Net Settlement Amount</i>	\$ 513,223.43

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16 9. The process of mailing the Notice Packets was very successful, as 98.5% of the
17 Notice Packets were successfully delivered by the Settlement Administrator.

18 10. The response by the Class Members to this settlement was completely positive, as
19 100% of the Class elected to participate in the Settlement.

20 11. As discussed at length in Plaintiff’s motion for preliminary approval, as well as in
21 the Motion for Final Approval, this Settlement is very favorable to the Class and the release is
22 narrowly limited to the claims alleged.

23 12. Sufficient information existed to allow Class Counsel to intelligently value this
24 case. Given the parties’ arms’ length bargaining facilitated by an experienced wage and hour
25 mediator, the extensive exchange of informal discovery, the experience of Class Counsel, the
26 fact that 100% of the Class elected to participate and no objections were submitted, the
27 presumption of fairness is justified.
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1 13. I believe that the settlement is fair, reasonable, and adequate, and in the best
2 interests of the Class, given the litigation risks and delay inherent in further litigation and
3 possible appeals. As set forth in Plaintiff's motion for preliminary approval and the declarations
4 submitted in support thereof, Defendant vigorously challenged Plaintiff's claims, and Plaintiff
5 faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter.
6 Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and
7 that it is desirable that the action be fully and finally settled in the manner and upon the terms
8 and conditions set forth in the Settlement Agreement in order to limit further expense,
9 inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit
10 the operation of Defendant's business without further expensive litigation and the distraction and
11 diversion of its personnel with respect to matters at issue. All parties considered the uncertainty
12 of risks inherent in any litigation, especially in complex cases such as this case. The parties
13 determined that it is desirable and beneficial to both the Class and Defendant that this case be
14 settled. Risks on both sides were considered in reaching the Settlement Agreement. The
15 recoveries contemplated by the Settlement represent a good result for the Class, fairly
16 proportioned to the likely risk-adjusted recovery in litigation.

17 **ADEQUACY OF COUNSEL**

18 **AND REASONABLENESS OF REQUESTED FEE AND COST AWARDS**

19 14. As set forth above, I have handled over 250 class and representative actions. I
20 have been appointed as class counsel and have successfully resolved approximately half of those
21 cases (while many are ongoing and will successfully resolve in the future) while recovering
22 hundreds of millions of dollars for my clients and Class Members. This is substantially better
23 than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class
24 Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which
25 found that only one-third of class actions are successful, compared to two-thirds that are defeated
26 and result in no payment to the class members.¹

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¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

1 15. When this case was taken on a contingency fee basis, with my firm agreeing to
2 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
3 course of this litigation, Class Counsel paid all costs including filing fees, court costs, research
4 fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

5 16. It has been my experience that the benchmark for attorney fee awards in
6 California state cases is one-third of a common settlement fund, which the CA Supreme Court
7 upheld in the Robert Half case. Here, in accordance with the Settlement Agreement, Class
8 Counsel is seeking a fee of \$316,666.66, which is one-third of the Settlement Amount.

9 17. There are several additional factors why I believe that the Court should award
10 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
11 resulted in a common fund settlement amount, whereby the Class Members will receive
12 \$2,482.11 on average and up to a maximum of \$4,871.99 for those employees that worked the
13 longest during the Class Period. This is a very good result in light of the disputed nature of the
14 claims alleged. This result was achieved by the work and success of my office, who negotiated
15 the settlement after extensive preparation, investigation, mediation, and substantial work
16 thereafter.

17 18. Second, Plaintiff faced significant risks going forward with the litigation. As
18 discussed in the motion for preliminary approval, Defendant raised various defenses throughout
19 this litigation, any one of which, if successful, could have decimated Plaintiff's case. And
20 Defendant vowed to raise all these defenses at trial. Accordingly, Plaintiff faced risky issues
21 going forward with this litigation, and it would have taken several more years to realize any
22 recovery in this action along with the possibility of post-trial appeals.

23 19. Third, Class Counsel are experienced class action litigators. This experience and
24 expertise, combined with the high quality of work performed in this case, resulted in the
25 settlement achieved in this case.

26 20. Fourth, Class Counsel has been representing Plaintiffs strictly on a contingency
27 fee basis. To that end, we have incurred the risk of non-recovery after investing a substantial
28 amount of time, money, and resources, and have done so since the inception of this case without

any payment or compensation. If Plaintiffs had lost this case, we would have recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a small firm. While some cases result in a positive lodestar (like this case) and some in a negative lodestar, if the best Class Counsel could hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for the hardships and serious risks we face when litigating contingency fee cases, and would not be incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar like this one, often due to no fault of counsel (i.e., bankruptcy, change in the law, consolidation- coordination-preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above, only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.

21. As exemplified by the contingent nature of high risk class action litigation, I can further attest to having had many cases result in (a) zero recovery, (b) negative multiplier and (c) an individual settlement in lieu of a class recovery, as demonstrated below:

Sample of Cases with Zero Recovery for Class Counsel

The following is a small sample of cases in which Plaintiff's Counsel have received zero recovery on class/PAGA cases due to the company's financial condition.

- Heavily litigated Class/PAGA action that Class Counsel certified as a class, prevailed on summary adjudication, fully prepared for trial and one day before the start of trial, ***Defendant filed for bankruptcy, resulting in complete loss of attorneys fees and all costs advanced*** (*Garza v. Quality Conversation*, San Bernardino Superior Court Case No. CIVDS1506788);
- Class actions in which ***Defendants filed for bankruptcy, resulting in a loss of all fees and costs*** (*Gomez v. Ultimate Logistics*, Riverside Superior Court Case No. RIC1723054, and *Bonilla v. Home Energy*, San Bernardino Superior Court Case No. CIVSB2215927);

- In a pending matter, Class Counsel has litigated the case for over **5 years** with an estimated 1,000 plus hours in attorney time, leading to the class certification in favor of Plaintiff on all claims for over 1,500 class members. Despite all the work invested into the matter, including preparing for an upcoming trial, the likely outcome will either be (1) defendants filing bankruptcy that will result in zero recovery, or (2) a greatly discounted settlement based on defendant's financial obstacles and ability-to-pay;
- ***Class Counsel have been forced to dismiss class and PAGA cases without any compensation or reimbursement of fees or costs due to the financial condition of Defendant, (Cox v. NurseLoop, San Bernardino Superior Court Case No. CIVSB2225440; Joyce v. GES Distribution, Riverside Superior Court Case No. RIC1905739);***
- Of course, there is also the reality that a Defendant may prevail on the merits, whereby Class Counsel will receive no compensation and lose it out of pocket costs entirely. Class Counsel have experienced a situation wherein it prevailed at trial on a PAGA case, only to have the appellate court reverse the decision and rule in favor of Defendant, thereby reversing the fee and cost award and resulting in no recovery of fees or costs.

Sample of Cases with Zero Recovery for Class Counsel

22. Even when my office achieves a settlement and what appears to be a "favorable" outcome, there are countless times when the fees requested by my firm still result in a ***large negative attorney fee multiplier***, including the following examples:

- ***Negative 4.26 multiplier:*** In *Pompa v. Landforce*, San Bernardino Superior Court Case No. CIVDS1700451, Class Counsel litigated for over 4.5 years, and obtained class certification. Yet, despite the fact that a settlement was eventually achieved, it resulted in a negative 4.26 multiplier for Class Counsel due to financial condition;

- 1 • **Negative 4.24 multiplier:** In *Sacks v. Natural Energy*, San Bernardino Superior
2 Court Case No. CIVDS1811288, the matter resulted in a settlement with a
3 negative 4.24 multiplier for Class Counsel due to financial condition;
- 4 • **Negative 2.85 multiplier:** In *Sowle v. Sherpaul*, Riverside Superior Court Case
5 No. RIC2002410, Class Counsel's lodestar was nearly the same amount as the
6 gross settlement amount – thus, resulting in a negative 2.85 multiplier.

7 **Class/PAGA Cases Converted to Small Individual Settlements**

8 There are also many situations when my office is forced to convert matters into small
9 individual settlements (and therein lose substantial attorneys fees) for a variety of reasons,
10 including due the financial constraints of a defendant, or because a company may engage in a
11 “Pick-up Stix Campaign” to settle directly with the class members, or because a Defendant
12 engages in a reverse auction and settles a class/PAGA case with another firm that will take less
13 (i.e., cherry picking), thereby cutting off Class Counsel's recovery. There are indeed numerous
14 examples of this occurring that result in an individual settlement, thereby causing my office to
15 bear the burden of a loss in attorneys' fees.

16 23. Fifth, the request for attorney's fees in the amount of one-third of the common
17 fund falls well within the norms accepted by state courts in California in comparable wage and
18 hour actions actually handled by my office. Moreover, the award of a one-third fee recovery
19 under the common fund doctrine was approved by the California Supreme Court in *Laffitte*,
20 *supra*, 1 Cal.5th 480, 503.

21 24. For all of the above reasons, a common fund fee award here in the amount of one-
22 third of the common fund created by Plaintiff and Class Counsel is fair and reasonable.

23 25. At my office, this case was primarily handled by my senior associate attorney,
24 Peter Carlson, while I performed the role of the supervising attorney up through mediation, and
25 then largely took over the handling through the settlement and notice process. Mr. Carlson
26 works exclusively with me on employment law matters and has been in practice for 9 years. He
27 bills at the hourly rate of \$650/hour. I have been in practice for 23 years, with most of those
28 years handling complex litigation and for over the last 15 years, my practice has almost entirely

1 consisted of handling class action wage and hour matters. My billing rate is \$775/hour. I
2 believe these rates are consistent with Plaintiff and Defense attorneys who handle complex class
3 action litigation, if not somewhat lower.

4 26. The hourly rates above are comparable to those of other attorneys with equal or
5 similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at www.laffeymatrix.com
6 indicates that the benchmark rates are: \$777/hour for an 8–10-year attorney, \$878/hour for a 11-
7 19 year attorney, and \$1,057/hour for a 20+ year attorney). Moreover, the Wolters Kluwer Real
8 Rate Report (“Real Rate Report”), provides directly applicable information in this regard. The
9 Real Rate Report is based on an enormous and statistically significant compilation of data. For
10 instance, in 2017, the report was based on 25.8 million billing entries and 23.9 million hours
11 billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees
12 billed. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for
13 partners and associates in major metropolitan areas. In 2018, for the southern California area,
14 which is based on billing entries for 999 partners and 1,361 associates, the Real Rate Report
15 states that: (a) the median rate for partners in Los Angeles is \$695 and the upper quartile is \$995
16 per hour, and (b) the median rate for associates in Los Angeles is \$550 and the upper quartile is
17 \$721 (2018 Kluwer Real Rate Report, page 21). And, perhaps most importantly, the information
18 provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or
19 reviews or other publications – instead, the Real Rate Report is based on the actual hours and
20 fees billed by law firms.

21 27. The table below includes a summary of the hours worked, plus additional hours
22 that I will bill in finalizing and filing the motion, preparing for and attending the approval
23 hearing, and working with the administrator and defense counsel to issue checks, respond to
24 class members and finalize this matter. Our aggregated lodestar is approximately \$245,962.50,
25 resulting in a fair, reasonable, and modest 1.28 multiplier, as follows:

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Attorney/Timekeeper	Role	Yrs Experience	Rate	Hours	Fee
Brian J. Mankin (Partner)	Trial Counsel	23	\$775	108.7	\$84,242.50
Peter Carlson (Senior Associate)	Handling Attorney	9	\$650	248.8	\$161,720.00
Grand Total for All Attorneys				357.50	\$245,962.50

28. Mr. Carlson primarily handled the day-to-day matters and I worked in a supervisory role up until mediation. My time spent on this case generally falls into these categories: (1) investigation and litigation (14.2 hours), (2) mediation process (26.5 hours), (3) settlement agreement, preliminary/final approval motions and notice process (33 hours), and (4) estimated work through and after final approval, 35 hours for the reasons noted in the paragraph below. The fee is warranted because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

29. With regard to the 35 hours of estimated future work, this includes an estimated 15 hours from preparing this declaration through the final approval hearing (inclusive of finalizing and filing the motion, appearing at the hearing, addressing the Court's questions/concerns, submitting revised documents, responding to class members who are anxious to receive their check, and so on)." It also includes an estimated 20 hours from the Court's granting of final approval through the completion of the case which includes up to 1.5 years of case management relating to ensuring timely payment from Defendant, reviewing the calculations, checks are timely mailed, responding to class members questions about the timing of checks/missing checks/lost checks and remailings, working with the administrator regarding uncashed checks and remailings, assisting with the Administrator's declarations regarding payments and uncashed checks, potentially filing an amended judgment, appearing at the final disbursement hearing and/or submitting paperwork related thereto. Of course, 20 hours of future work is an estimate, but from going through this process approximately 150 times, I can represent that this process varies significantly from case to case, and typically takes between 10

1 and 50 hours.

2 30. The fee is warranted because of the results achieved for the Class Members, both
3 in terms of the immediate cash settlement, as well as the fact that the Class Members
4 resoundingly supported the Settlement. Defendant does not oppose this fee request.

5 31. In the course of prosecuting this action, Class counsel have incurred expenses that
6 were incidental and necessary to the effective representation of the Class. These expenses
7 included but were not limited to: court filings, copying and management of documents, on-line
8 Lexis research, messenger services, postage, fax transmission expenses, transportation,
9 mediation fees, and other incidental expenses directly related to this action. My firm's expenses
10 through the final approval hearing are estimated to be \$15,609.91, which includes filing this
11 motion, process/server costs, overnight service and travel/parking expenses to the hearing (see
12 the itemized statement of these costs attached hereto as **Exhibit A**). Since these actual costs are
13 lower than the \$20,000 allowed under the settlement, the savings will be placed in the Net
14 Settlement Amount for distribution to the Class Members. Defendant does not oppose this
15 request for costs.

16 **REASONABLENESS OF REQUESTED SERVICE AWARD**

17 32. I also believe that the service award of \$7,500 to the Class Representative is fair
18 and warranted. Mr. Cruz came forward and worked directly with my office in analyzing the
19 claims and documents, providing valuable information and insights that benefitted the class (see
20 his declaration for supporting information). Then, during the settlement process, he agreed to a
21 much broader release than any class member, as he released all claims and gave a 1542 waiver
22 while foregoing his right to bring individual claims against Defendant. Indeed, Plaintiff's
23 participation was an essential element of Defendant's desire to mediate and of the pre- and post-
24 mediation analysis that allowed Class Counsel to settle the case. Of course, Plaintiff also took on
25 various risks, including the risk that he could have been ordered to pay Defendants' costs if he
26 lost and the risk of retaliation and being black-balled in the industry. Defendant does not oppose
27 the requested service award.

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34. The Class and PAGA Representative Action Settlement Agreement and Release of Claims and Amendment to Settlement Agreement (collectively, the “Settlement Agreement”) are Exhibit 2 to ROA #64.

34. The Class and PAGA Representative Action Settlement Agreement and Release of Claims and Amendment to Settlement Agreement (collectively, the “Settlement Agreement”) are Exhibit 2 to ROA #64.

35. Attached hereto as Exhibit A is a true and correct copy of an itemized statement of my firm's litigation costs.

37. For the foregoing reasons, it is respectfully requested that the Court grant final approval of the settlement as being fair, reasonable, and in the best interest of the class, and approve the requested attorneys' fees, costs, and enhancements.

By: Brian J. Mankin
Brian J. Mankin, Esq.

EXHIBIT “A”

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00502 Cruz v CT Corporation (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Edward Cruz 14000-00502 Cruz v CT Corporation									

05-25-2022	Approved		Non-Billable	E112 Court fees L.	Grossi, Tracie	75.00	0.00	1.00	75.00
Fee to submit PAGA letter to LWDA									
05-25-2022	Approved		Non-Billable	E101 Copying	Chiarito, Tracie	0.20	0.00	70.00	14.00
70 copies @ .20 each - Letters to companies									
05-25-2022	Approved		Non-Billable	E108 Postage	Chiarito, Tracie	27.81	0.00	1.00	27.81
Postage for May 2022									
05-31-2022	Approved		Non-Billable	Attorney Service	Grossi, Tracie L.	1,492.52	0.00	1.00	1,492.52
OnLegal Order# 18277995 - file complaint									
06-22-2022	Approved		Non-Billable	E108 Postage	Chiarito, Tracie	15.72	0.00	1.00	15.72
Postage for June 2022									
06-22-2022	Approved		Non-Billable	E101 Copying	Chiarito, Tracie	0.20	0.00	8.00	1.60
8 copies @ .20 each for Letter to CT Corp									
07-08-2022	Approved		Non-Billable	E108 Postage	Chiarito, Tracie	25.58	0.00	1.00	25.58
Postage for May 2022									
07-08-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	15.19	0.00	1.00	15.19
OnLegal Order#18337500 - File Proof of Service									
07-08-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	106.50	0.00	1.00	106.50
Bosco Inv# 7165461 Serve: C T Corporation System., a Delaware Corporation Summons; Complaint; Civil Case Cover Sheet; ADR Court: Orange County Superior Court - Civil Complex Center Completed on: 06/01/2022									
08-04-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	15.19	0.00	1.00	15.19
OnLegal Order #18673003 - File Ntc of Change of Address									
10-13-2022	Approved		Non-Billable	E125 Mediation fees	Chiarito, Tracie	9,950.00	0.00	1.00	9,950.00
Signature Resolution Invoice #38590 for 1/25/23 mediation with Eve Wagner, Esq.									
12-30-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	35.78	0.00	1.00	35.78
OnLegal Order #19546544 - file stip and order to cont CMC									

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00502 Cruz v CT Corporation (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Edward Cruz 14000-00502 Cruz v CT Corporation									
02-22-2023	Approved	Berger Consulting Group Inv #8289	Non-Billable	E119 Experts	Chiarito, Tracie	3,570.00	0.00	1.00	3,570.00
03-14-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	15.65	0.00	1.00	15.65
OnLegal Order #20006815 - File Notice of Settlement									
07-11-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	77.42	0.00	1.00	77.42
OnLegal Order #20690963 - file MPA									
09-11-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	15.65	0.00	1.00	15.65
OnLegal Order #21173081 - file Ntc of Ruling									
09-29-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	15.65	0.00	1.00	15.65
OnLegal Order #21309682 - file supp PA documents									
11-01-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	15.65	0.00	1.00	15.65
OnLegal Order #21548504 - file amended proposed PA order									
02-21-2024	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	125.00	0.00	1.00	125.00

Estimated cost to file MPA and supporting documents via OnLegal

Project Total 15,609.91
Client Total 15,609.91
Grand Total 15,609.91

EXHIBIT “B”