

07/12/2019 at 03:12:00 PM

Clerk of the Superior Court
By Georgina Ramirez, Deputy Clerk

Stephen M. Harris (State Bar No. 110626)
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Attorneys for Plaintiff Qiong WU
individually, and on behalf of other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

QIONG WU, individually, and on behalf of other
aggrieved employees,

Plaintiff,

v.

TAWA SUPERMARKET, INC. d.b.a. 99
RANCH MARKET.; and DOES 1-100, inclusive,

Defendants.

NO. 30-2016-00847843-CU-OE-CXC
[COMPLEX-UNLIMITED CASE]

[Assigned for All Purposes to the Hon. Hon.
Randall J. Sherman, Dept. CX-105]

Date: 8/2/19
Time: 10:00 a.m.
Dept. CX-105

**SUPPLEMENTAL DECLARATION OF
STEPHEN M. HARRIS SUPPORTING
MOTION FOR APPROVAL OF
PAYMENT OF CIVIL PENALTIES TO
THE CALIFORNIA LABOR AND
WORKFORCE DEVELOPMENT
AGENCY AND REQUEST FOR ENTRY
OF JUDGMENT BASED ON THE
SETTLEMENT OF THE PARTIES**
[Proposed order submitted separately and
concurrently herewith]

Date Filed: 4/22/16
Trial Date: 6-3-19

Reservation No. 73044935

DECLARATION OF STEPHEN M. HARRIS

I, Stephen M. Harris, hereby declare as follows:

1. I am an attorney at law in good standing duly licensed to practice in all courts in the State of California. I am the owner and sole shareholder of the Law Offices of Stephen M. Harris, P.C., counsel of record for Plaintiff, individually and on behalf of the aggrieved employees/cashiers in this action. As such, I have personal knowledge of the matters set forth below, and if called as a witness could and would competently testify as to all statements which follow.

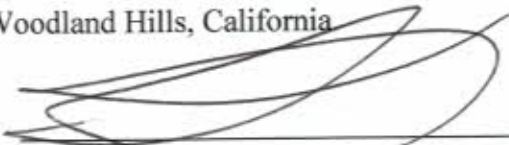
2. A true and correct copy of the parties Amendment to Joint Stipulation of Private Attorneys' General Act Representative Action Settlement and Release is attached as exhibit 1. A true and correct copy of a red-lined version of the same is attached as exhibit 2. A true and correct copy of the cover letter to be sent to the aggrieved employees is attached hereto as exhibit 3. A true and correct copy of the red-lined changes to the cover letter to accompany the individual payments is attached hereto as exhibit 4.

3. A true and correct copy of a detailed break-down of my office's hours and costs is attached hereto as exhibit 5. I recorded contemporaneously the time entries on the attached exhibit 5, as well as the entries relating to costs incurred. I recorded the time entries and costs on a computer program designed for this purpose, which I obtained from a vendor known as Abacus. As of July 8, 2019, I have spent approximately 338.50 hours and incurred \$34,776.59 in costs.

4. Attached hereto as exhibit 6 is a true and correct copy of the claims administrator declaration, which the court ordered to be filed, as well as exhibit A to that declaration.

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

Executed this 12th day of July, 2019, at Woodland Hills, California



Stephen M. Harris

EXHIBIT 1

1 Stephen M. Harris (State Bar No. 110626)
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5 *Attorney for Plaintiff*
QIONG WU

6
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11 MANATT, PHELPS & PHILLIPS, LLP
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13 Telephone: (714) 371-2500
Facsimile: (714) 371-2554

14 *Attorneys for Defendant*
15 TAWA SUPERMARKET, INC.

16
17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 COUNTY OF ORANGE

19 QIONG WU, individually, and on behalf of
20 all other Aggrieved Employees,

21 Plaintiff,

22 v.

23 TAWA SUPERMARKET, INC., d.b.a. 99
RANCH MARKET; and DOES 1-10,
24 inclusive,

25 Defendants.

Case No. 30-2016-00847843-CU-OE-CXC

[Assigned for All Purposes to the Hon. Randall J.
Sherman, Dept. CX-105]

**AMENDMENT TO JOINT STIPULATION
OF PRIVATE ATTORNEYS' GENERAL
ACT REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

Date Action Filed: April 22, 2016
Trial Date: June 3, 2019

1 Plaintiff Qiong Wu ("Plaintiff") and Defendant Tawa Supermarket, Inc. ("Defendant")
2 hereby enter into this Amendment to the settlement agreement (the "Agreement") previously
3 agreed to by the parties. Plaintiff and Defendant are referred to herein collectively as "the Parties."

4 29. Notice And Timing of the Individual Settlement Payments and Payments to
5 LWDA: Within 30 calendar days after receipt of the Gross Settlement Fund, the Settlement
6 Administrator will mail by First Class U.S. Mail each Aggrieved Employee a check for his or her
7 *pro rata* portion of the Aggrieved Employee Fund with a letter in the form attached as Exhibit B
8 explaining the reason for the payment, and will also pay to the LWDA the sums owed under this
9 Agreement

10 36. Plaintiff's Application will request (1) approval of the PAGA settlement and the
11 terms set forth in this Agreement and (2) entry of a judgment in the lawsuit consistent with the
12 approval of the PAGA settlement and the terms set forth in the Agreement. Plaintiff's Application
13 will also request that the Court retain jurisdiction to enforce the terms of the settlement.

14 37. Entry of Judgment in the Lawsuit is a material term of the Agreement and must
15 be ordered as part of the order granting approval.

16 **SIGNATURES**

17 **READ CAREFULLY BEFORE SIGNING**

18
19 Dated: _____

PLAINTIFF:

20
21 _____

Plaintiff Qiong Wu

1 Plaintiff Qiong Wu ("Plaintiff") and Defendant Tawa Supermarket, Inc. ("Defendant")
2 hereby enter into this Amendment to the settlement agreement (the "Agreement") previously
3 agreed to by the parties. Plaintiff and Defendant are referred to herein collectively as "the Parties."

4 29. Notice And Timing of the Individual Settlement Payments and Payments to
5 LWDA: Within 30 calendar days after receipt of the Gross Settlement Fund, the Settlement
6 Administrator will mail by First Class U.S. Mail each Aggrieved Employee a check for his or her
7 *pro rata* portion of the Aggrieved Employee Fund with a letter in the form attached as Exhibit B
8 explaining the reason for the payment, and will also pay to the LWDA the sums owed under this
9 Agreement

10 36. Plaintiff's Application will request (1) approval of the PAGA settlement and the
11 terms set forth in this Agreement and (2) entry of a judgment in the lawsuit consistent with the
12 approval of the PAGA settlement and the terms set forth in the Agreement. Plaintiff's Application
13 will also request that the Court retain jurisdiction to enforce the terms of the settlement.

14 37. Entry of Judgment in the Lawsuit is a material term of the Agreement and must
15 be ordered as part of the order granting approval.

16 **SIGNATURES**

17 **READ CAREFULLY BEFORE SIGNING**

18
19 Dated: 07-08-2019

PLAINTIFF:



Plaintiff Qiong Wu

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28 Dated: _____

DEFENDANT

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Dated: _____

DEFENDANT
Tawa Supermarkets, Inc.

By:

Title:

Iris Leong

APPROVED AS TO FORM

LAW OFFICES OF STEPHEN M. HARRIS,
P.C.

Dated: _____

By: _____
Stephen M Harris, Esq.

MANATT, PHELPS & PHILLIPS, LLP

Dated: _____

By: _____
Andrew L. Satenberg, Esq.

1 Dated: _____
2
3

DEFENDANT
Tawa Supermarkets, Inc.

4 By:
5
6

Title:

7 Iris Leong
8

9 **APPROVED AS TO FORM**

10 LAW OFFICES OF STEPHEN M. HARRIS,
11 P.C.

12
13 Dated: 7-10-19
14

By: 
Stephen M Harris, Esq.

15 MANATT, PHELPS & PHILLIPS, LLP
16

17 Dated: _____
18

By: _____
Andrew L. Satenberg, Esq.

1 Dated: 7/8/19

DEFENDANT
Tawa Supermarkets, Inc.

By: 

Title: V.P. & General Counsel

Iris Leong

APPROVED AS TO FORM

LAW OFFICES OF STEPHEN M. HARRIS,
P.C.

Dated: _____

By: _____
Stephen M Harris, Esq.

MANATT, PHELPS & PHILLIPS, LLP

Dated: 7/10/19

By: 
Andrew L. Satenberg, Esq.

EXHIBIT 2

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Attorneys for Defendant
TAWA SUPERMARKET, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

QIONG WU, individually, and on behalf of
all other Aggrieved Employees,

Plaintiff,

v.

TAWA SUPERMARKET, INC., d.b.a. 99
RANCH MARKET; and DOES 1-10,
inclusive,

Defendants.

Case No. 30-2016-00847843-CU-OE-CXC

[Assigned for All Purposes to the Hon. Randall J.
Sherman, Dept. CX-105]

**AMENDMENT TO JOINT STIPULATION
OF PRIVATE ATTORNEYS' GENERAL
ACT REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

Date Action Filed: April 22, 2016
Trial Date: June 3, 2019

1 Plaintiff Qiong Wu ("Plaintiff") and Defendant Tawa Supermarket, Inc. ("Defendant")
2 hereby enter into this settlement agreement (the "Agreement") to resolve all claims asserted,
3 individually and on behalf of Aggrieved Employees, in the above referenced action. Plaintiff and
4 Defendant are referred to herein collectively as "the Parties."

5 NATURE OF THE ACTION

6 1. On March 10, 2016, Plaintiff sent correspondence to the Labor and Workforce
7 Development Agency ("LWDA"), providing notice that Plaintiff intended to bring a lawsuit under
8 the California Labor Code Private Attorneys' General Act of 2004 California Labor Code §§ 2698,
9 *et seq* ("PAGA"), alleging that Defendant violated California Labor Code section 1198 and section
10 14(A) and 14(B) of IWC Order No. 7-2001 ("Wage Order") by failing to provide Plaintiff and
11 other similarly situated cashiers in California with suitable seating.

12 2. On April 22, 2016, Plaintiff commenced a representative action against Defendant
13 under PAGA asserting these same claims. Plaintiff's action seeks civil penalties and attorneys'
14 fees under PAGA.

15 3. Following extensive discovery, the Parties attended mediation with mediator
16 Jeffrey L. Krivis, Esq. in November 2018. After follow-up from Mr. Krivis during the month of
17 December, the Parties reached a settlement in principle in December 2018.

18 DEFINITIONS

19 4. "PAGA Representative" or "Plaintiff" shall refer to Plaintiff Qiong Wu.

20 5. "Defendant" shall refer to Defendant Tawa Supermarket, Inc.

21 6. "Lawsuit" refers to the civil action filed in the Superior Court of the State of
22 California for the County of Orange, titled QIONG WU, individually, and on behalf of all other
23 Aggrieved Employees, v. TAWA SUPERMARKET, INC., d.b.a. 99 RANCH MARKET; and
24 DOES 1-10, inclusive, Case No. 30-2016-00847843-CU-OE-CXC.

25 7. "Court" refers to the Orange County Superior Court.

26 8. "Covered Period" shall mean the period from March 20, 2015 through January 15,
27 2019.

9. "Aggrieved Employees" shall, for settlement purposes only, be defined as all individuals employed by Defendant in California in the position of cashier during the Covered Period.

10. "Plaintiff's Counsel" shall refer to Stephen M. Harris of the Law Offices of Stephen M. Harris, P.C.

11. "Defense Counsel" or "Defendant's Counsel" shall refer to Andrew L. Satenberg, and Matthew B. Golper of Manatt, Phelps & Phillips, LLP.

12. The "Effective Date" of the settlement embodied in this Agreement shall be the date the Court (1) approves this Agreement and the PAGA Settlement; (2) enters an order dismissing this action with prejudice; and (3) Plaintiff provides proof of her submission of the Court's order approving the Agreement and dismissing the action with prejudice to the LWDA.

PLAINTIFF'S CLAIMS AND BENEFITS OF SETTLEMENT

13. Plaintiff believes her claims have merit. Plaintiff, however, recognizes the significant cost to prosecute the litigation against Defendant through trial and appeal. Plaintiff also recognizes the uncertain outcome and the risk of loss in any litigation, especially in a complex representative action with unsettled law such as this. Plaintiff is mindful of the inherent problems of proof under, and possible defenses to, the claims asserted in the litigation.

14. Plaintiff's Counsel has conducted a thorough investigation into the facts of this action and has diligently pursued an investigation of the claims of the Plaintiff and Aggrieved Employees. Based on the independent investigation and evaluation of all known facts and circumstances, including the risk of significant defenses asserted by Defendant regarding the propriety of a statewide representative action and the merits of the claims themselves, Plaintiff's Counsel is of the opinion that the settlement with Defendant is fair, reasonable, and adequate, and in the best interest of Plaintiff, the Aggrieved Employees, and the State of California.

DEFENDANT'S DENIAL OF WRONGDOING AND LIABILITY

15. Defendant denies each of the claims and contentions alleged by Plaintiff. Defendant expressly denies all charges of wrongdoing or liability arising from any of the acts, omissions, facts, matters, transactions, or occurrences alleged, or that could have been alleged, in the

1 litigation. Nevertheless, Defendant has determined that further defense of this action would
2 be protracted and expensive and that it is desirable to fully and finally settle the claims of Plaintiff
3 and the Aggrieved Employees upon the terms and conditions set forth herein. In deciding to settle,
4 Defendant also has taken into account the uncertainty and risks inherent in any litigation,
5 especially in a complex representative action such as this.

6 16. Nothing in this Agreement, any action taken to implement it, or materials,
7 statements, discussions, or communications prepared, exchanged, or used during the course of
8 settlement negotiations will be construed as an admission by Defendant or Plaintiff, or used in any
9 fashion in any other lawsuit or proceeding or be considered evidence of a violation of, or adherence
10 to, any law. Notwithstanding the above, the Agreement may be used in any proceeding conducted
11 with the purpose of interpreting or enforcing the Agreement or orders or judgments of the Court
12 that are entered in connection therewith.

13 17. In the event the Agreement is not approved by the Court or by any appellate court,
14 is terminated, or fails to be enforceable, Defendant will not be deemed to have waived or limited
15 any objections or defenses in the Action.

16 **TERMS OF THE SETTLEMENT**

17 18. The Parties agree that, subject to approval of the Court, the released claims will be
18 finally and fully released, resolved, discharged, and settled, and that the PAGA claims will be
19 dismissed with prejudice and without costs, as to Plaintiff and all Aggrieved Employees, subject
20 to the terms and conditions of this Agreement. Since this is a PAGA action, the Parties agree that
21 no Aggrieved Employee has the right to exclude himself or herself from the settlement or object
22 to the terms of this Agreement. Plaintiff and all Aggrieved Employees will be bound by this
23 Agreement, upon its approval by the Court, regardless of whether he or she negotiates his or her
24 settlement check.

25 19. Release Of Claims.

26 a. Upon the Effective Date of the Agreement, and to the full extent permitted
27 by law, Plaintiff and each Aggrieved Employee, on behalf of himself or herself, his or her heirs,
28 descendants, dependents, executors, assigns, agents, successors, and administrators, fully and

1 finally releases and discharges Defendant, its prior and present parents, subsidiaries and affiliates,
2 as well as their respective prior and present predecessors, successors, assigns, representatives,
3 officers, directors, agents, and employees (collectively, "Defendant") from all claims for penalties
4 under PAGA that are alleged or that could have been alleged in the operative Complaint based on
5 the factual allegations set forth in the operative Complaint. (the "Released Claims"). The Released
6 Claims include all claims for legal or equitable relief, for compensatory and statutory damages,
7 penalties, restitution, injunctive relief, pre-judgment and post-judgment interest, and attorneys'
8 fees and costs of suit that arise from, or relate to, the allegations in the operative Complaint. This
9 release shall run during the Covered Period.

10 b. Plaintiff further agrees to a general release of her individual claims against
11 Defendant, which release is attached hereto as Exhibit A hereto.

12 c. On the Effective Date of the Agreement, the waiver and release of claims
13 will be final and binding on Plaintiff and the Aggrieved Employees. The Order entered by the
14 Court approving the settlement will dismiss all released claims with prejudice and will have every
15 preclusive effect permitted by law as to Plaintiff, all Aggrieved Employees, and the LWDA.

16 20. Settlement Amounts.

17 a. Defendant will pay, in exchange for the obligations and commitments made
18 by Plaintiff for herself and on behalf of the Aggrieved Employees herein, a maximum amount of
19 **\$377,010** ("Gross Settlement Fund"), which includes all amounts to be paid pursuant to this
20 Agreement, including Plaintiff's Incentive Award payment, all payments to the Aggrieved
21 Employees, the payment to the LWDA pursuant to PAGA, Plaintiff's Counsel's attorneys' fees
22 and litigation costs, and all costs of settlement administration. The Gross Settlement Fund is the
23 maximum amount Defendant will be required to pay under this Agreement.

24 b. Defendant agrees to make the following separate settlement payments out
25 of the Gross Settlement Fund:

- 26 a. All payments to Plaintiff, the Aggrieved Employees, and the LWDA.
27 b. All costs of the Settlement Administrator and settlement
28 administration. The Parties agree to engage and utilize ILYM Group, Inc. as the "Settlement

Administrator” to administer the settlement. ILYM Group, Inc. estimates its fee for the services outlined in this Agreement to be approximately \$11,601.05.

c. Up to **\$5,000** for Plaintiff’s incentive award, in recognition for her service as the PAGA representative (the “Incentive Award”) and for the execution of the general waiver and release of her individual claims as attached hereto as Exhibit A. Defendant agrees not to oppose the reasonableness of Plaintiff’s requested Incentive Award.

d. Up to one-third of the Gross Settlement Fund in attorneys’ fees (estimated to be **\$125,670.00**), plus actual litigation costs and expenses incurred by Plaintiff’s Counsel, as supported by declaration, which are currently estimated to be no greater than \$35,554.25. Defendant will not oppose Plaintiff’s Counsel’s request for attorneys’ fees or litigation costs in these amounts. The Parties acknowledge, however, that the amounts to be awarded as attorneys’ fees and costs are within the discretion of the trial court.

e. The Gross Settlement Fund is nonreversionary. If the Court approves a lesser amount for litigation costs, attorneys’ fees, settlement administration costs, or Plaintiff’s Incentive Award, the unapproved amount(s) will not revert to Defendant, but rather will be allocated to the Net Settlement Fund, defined below at Paragraph 21(a).

21. Payments to the LWDA and Aggrieved Employees.

a. After deducting the (i) the amount of attorneys’ fees and litigation costs awarded to Plaintiff’s Counsel by the Court, (ii) the amount of any Incentive Award to Plaintiff awarded by the Court, and (iii) the costs of settlement administration approved by the Court, the remaining “Net Settlement Amount” shall be paid to Plaintiff and the Aggrieved Employees using the methodology set forth in Paragraph 21(b) below.

b. Seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA as required by PAGA. Twenty-five percent (25%) of the Net Settlement Amount (the “Aggrieved Employee Fund”) will be allocated to the Aggrieved Employees on a *pro rata* basis based on the number of pay periods worked by each Aggrieved Employee in a cashier position in a California store during the Covered Period. In calculating the settlement payments, *pro rata*

1 shares will be determined based on Defendant's business records, which records will have a
2 rebuttable presumption of accuracy.

3 22. Defendant's Agreement Relating To The Provision Of Suitable Seating In Reasonable
4 Proximity To Cashier's Work Area. The Parties dispute whether the nature of a cashier's work
5 reasonably permits the work to be performed while seated. Tawa, however, agrees to provide
6 an adequate number of suitable seats in reasonable proximity to the cashiers' work area to the
7 extent it is not already doing so. Employees shall be permitted to use such seats when it does
8 not interfere with the performance of their duties..

9 23. Tax Treatment of Individual Settlement Payments. Plaintiff and each Aggrieved
10 Employee will be solely responsible for paying any federal, state, or local taxes owed as a result
11 of any payments received pursuant to this Agreement. The entirety of payments to the LWDA and
12 Aggrieved Employees will be treated as civil penalties for purposes of IRS reporting. No taxes
13 will be withheld from the amounts paid to Aggrieved Employees.

14 24. Tax Treatment of Incentive Award. The Incentive Award will not be considered
15 wages. Therefore, no payroll tax deductions or income tax withholdings will be made from this
16 amount. Within 10 days after the Effective Date, plaintiff will provide a W-9 form to the
17 Settlement Administrator. The Settlement Administrator will issue a form 1099 to Plaintiff for the
18 full amount of the enhancement approved by the Court; Plaintiff will be solely responsible for
19 paying any federal, state, or local taxes owed on such amount. Plaintiff agrees to indemnify and
20 hold Defendant harmless from all liability imposed by the IRS or other agency for any tax or other
21 obligations that may arise from the enhancement payments to Plaintiff.

22 25. Tax Treatment of Payments to Plaintiff's Counsel. The Settlement Administrator
23 will issue to Plaintiff's Counsel a form 1099 for the full amount of attorneys' fees approved by the
24 Court and disbursed to Plaintiff's Counsel. Plaintiffs' counsel will be solely responsible for paying
25 any taxes owed for attorneys' fees awarded, and, within 10 days after the Effective Date, will
26 provide a completed W-9 form to the Settlement Administrator.

27 26. Circular 230 Disclaimer. Neither Plaintiff, Defendant, Plaintiff's Counsel, nor
28 Defendant's counsel can offer tax advice to Aggrieved Employees regarding the tax treatment of

1 any payments made under this Settlement Agreement, nor should any statement made herein be
2 construed as tax advice. Plaintiff and Aggrieved Employees should consult with their respective
3 tax advisers regarding the tax treatment of any payments made under this Agreement. Each party
4 to this Agreement acknowledges and agrees that (1) no provision of this Agreement, and no written
5 communication or disclosure between or among the parties or their attorneys and other advisors, is
6 or was intended to be, nor shall any such communication or disclosure constitute, or be construed
7 or be relied upon as, tax advice within the meaning of United States Treasury Department Circular
8 230 (31 CFR Part 10, as amended); (2) each party (a) has relied exclusively upon his, her or its
9 own, independent legal and tax counsel for advice (including tax advice) in connection with this
10 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
11 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
12 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty
13 that may be imposed on him, her or it; and (3) no attorney or advisor to any party has imposed any
14 limitation that protects the confidentiality of any such attorney's or advisor's tax strategies
15 (regardless of whether such limitation is legally binding) upon disclosure by another party of the
16 tax treatment or tax structure of any transaction, including any transaction contemplated by this
17 Agreement. Plaintiff and Aggrieved Employees understand and agree they will be solely
18 responsible for the payment of any income taxes and penalties assessed on the payments described
19 herein and will hold Defendant's counsel and Plaintiff's Counsel free and harmless from any claims
20 concerning the tax liability associated with any payments made pursuant to this Agreement.

21 NOTICE & ADMINISTRATIVE EXECUTION PROCEDURES

22 27. Aggrieved Employee List: Within 30 calendar days of the Effective Date of this
23 Agreement, Defendant will send a list of Aggrieved Employees to the Settlement Administrator.
24 The list will include the following for each Aggrieved Employee: (1) full name, (2) social security
25 number, (3) last known address, (4) last known telephone number, and (5) the number of pay
26 periods worked by the Aggrieved Employee in a cashier position in a California store during the
27 Covered Period. (the "Aggrieved Employee List") The Settlement Administrator will utilize
28

commercially reasonable methods to maintain the list as confidential and secure and use it only for the purposes described herein.

28. Gross Settlement Fund: Within 30 calendar days of the Effective Date of this Agreement, Defendant will send the Gross Settlement Fund of **\$377,010** to the Settlement Administrator.

29. Notice And Timing of the Individual Settlement Payments and Payments to LWDA: Within 30 calendar days after receipt of the Gross Settlement Fund, the Settlement Administrator will mail by First Class U.S. Mail each Aggrieved Employee a check for his or her *pro rata* portion of the Aggrieved Employee Fund with a letter in the form attached as Exhibit B explaining the reason for the payment, and will also pay to the LWDA the sums owed under this Agreement-

30. Timing of Incentive Award: Within 30 calendar days after receipt of the Gross Settlement Fund, the Settlement Administrator will mail by First Class U.S. Mail the approved Incentive Award, if any, to Plaintiff.

31. Timing of Payments to Plaintiff's Counsel Within 30 calendar days after receipt of the Gross Settlement Fund, the Settlement Administrator will mail by First Class U.S. Mail the approved attorneys' fee and litigation costs awards, if any, to Plaintiff's counsel.

32. Confirmation of Contact Information In Aggrieved Employee List: The Settlement Administrator will take reasonable steps to locate updated addresses and re-mail any settlement checks returned as undeliverable. All settlement checks will be negotiable for 180 days from the date the Settlement Administrator mails it.

33. Voided Settlement Checks Will Escheat To the State: Those funds represented by settlement checks funds payable to an Aggrieved Employee whose check is not cashed within 180 days after mailing or that is returned as undeliverable will escheat to the California State Controller to be deposited in the California Unclaimed Property Fund in the name of the employee, where employees can later claim their funds. Neither Plaintiff or Plaintiff's Counsel, nor Defendant or Defendant's counsel, shall bear any liability for lost or stolen checks, forged signatures on checks,

1 or unauthorized negotiation of checks. Unless responsible by its own acts of omission or
2 commission, the same is true for the Settlement Administrator.

3 SUPERIOR COURT APPROVAL OF SETTLEMENT AND SERVICE ON LWDA

4 34. Pursuant to California Labor Code section 2699(1)(2), the Court will review and
5 approve the terms of this Agreement.

6 35. Within 30 days of execution of this Agreement, Plaintiff's Counsel will prepare an
7 application for approval of the settlement ("Application") and this Agreement and all supporting
8 papers (including requests for approval of attorneys' fees, litigation costs, and Plaintiff's Incentive
9 Award) and provide Defendant's Counsel with no fewer than ten (10) business days to review and
10 comment on the Application and any other submissions relating to this Agreement before the
11 Application and related papers are filed with the Court. Plaintiff's Counsel will consider
12 Defendant's comments in good faith before finalizing any such submission, but Defendant shall
13 have no right to require that any such suggested changes be made.

14 36. Plaintiff's Application will request (1) approval of the PAGA settlement and the
15 terms set forth in this Agreement and (2) ~~dismissal of the Lawsuit with prejudice~~entry of a judgment
16 in the lawsuit consistent with the approval of the PAGA settlement and the terms set forth in the
17 Agreement. Plaintiff's Application will also request that the Court retain jurisdiction to enforce the
18 terms of the settlement.

19 37. ~~Dismissal~~Entry of Judgment in ~~of~~ the Lawsuit ~~with prejudice~~ is a material term of
20 the Agreement and must be ordered as part of the order granting approval.

21 38. The Court's approval or denial of the requested attorneys' fee award, litigation costs
22 award, and the Incentive Award are not material conditions to this Agreement, and denial or
23 reduction of Plaintiff's requested awards will not operate to invalidate this Agreement.

24 39. Before or concurrent with filing the Application with the Court, Plaintiff's Counsel
25 will send this Agreement, the Application, and supporting papers to the LWDA pursuant to section
26 2699(1)(2) of the California Labor Code.

27 40. Within 10 days after entry of a judgment or order approving, denying, or modifying
28 the award of civil penalties contemplated by this Agreement, Plaintiff's Counsel will submit a

1 copy of the judgment or order to the LWDA pursuant to section 2699(1)(3) of the California Labor
2 Code.

3 MISCELLANEOUS AND GENERAL TERMS

4 41. Exhibits Incorporated by Reference. The terms of this Agreement include the terms
5 set forth in any attached Exhibit, which are incorporated by this reference as though fully set forth
6 herein. Any Exhibit to this Agreement is an integral part of the Settlement.

7 42. Confidentiality. Parties and their respective counsel agree that the terms of this
8 Settlement (including, but not limited to, any settlement amounts), the negotiations leading to this
9 Settlement, and all documents related to the Settlement, shall not be discussed with, publicized or
10 promoted to the public, except as necessary in order to enforce its terms.

11 43. Entire Agreement. This Agreement, and any attached Exhibit constitute the
12 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
13 agreements may be deemed binding on the Parties.

14 44. Amendment or Modification. This Agreement may be amended or modified only
15 by a written instrument signed by counsel for all Parties or their successors-in-interest and must
16 be approved by this Court.

17 45. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
18 and represent they are expressly authorized by the Parties whom they represent to negotiate this
19 Agreement and to take all appropriate action required or permitted to be taken by such Parties
20 pursuant to this Agreement in order to effectuate its terms, and to execute any other documents
21 that may be required to do the same. The Parties and their counsel will cooperate with each other
22 and use their best efforts to effect the implementation of the Settlement. If the Parties are unable
23 to reach agreement on the form or content of any document needed to implement the Settlement,
24 or on any supplemental provisions which may become necessary to effectuate the terms of this
25 Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

26 46. Binding on Successors and Assigns. This Agreement shall be binding upon, and
27 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.
28

47. California Law Governs. All terms of this Agreement and Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

48. Counterparts. This Agreement may be executed in one or more counterparts and by facsimile, email and/or PDF signatures. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties shall exchange among themselves original signed counterparts.

49. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement, and all related orders and judgments. The Parties and their counsel likewise submit to the Court's jurisdiction for purposes of interpreting, implementing, and enforcing the terms embodied in this Settlement Agreement and all related orders and judgments.

50. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

51. Execution of Necessary Documents. All Parties shall execute all documents reasonably necessary to effectuate the terms of this Settlement Agreement.

52. Binding Agreement. The Parties intend that this Settlement shall be fully enforceable and binding on all Parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

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Dated: _____

PLAINTIFF:

Plaintiff Qiong Wu

Dated: _____

DEFENDANT
Tawa Supermarkets, Inc.

By:

Title:

Iris Leong

APPROVED AS TO FORM

LAW OFFICES OF STEPHEN M. HARRIS,
P.C.

Dated: _____

By: _____
Stephen M Harris, Esq.

MANATT, PHELPS & PHILLIPS, LLP

Dated: _____

By: _____
Andrew L. Satenberg, Esq.

EXHIBIT 3

EXHIBIT B

Cover Letter to Accompany Individual Payments From Aggrieved Employee Fund

[NAME]

[ADDRESS]

Re: *Wu v. Tawa Supermarkets, Inc.*, Case No. 30-2016-00847843-CU-OE-CXC
State of California Superior Court, County of Orange

Dear [NAME],

You are entitled to compensation from the settlement of the lawsuit titled *Wu v. Tawa Supermarkets, Inc.* Your settlement check is enclosed. The amount of the check is based on the number of weeks you worked as a cashier for the company in California.

Background

Wu is a representative lawsuit brought by Plaintiff Quiong Wu ("Wu") against defendant Tawa Supermarkets, Inc. dba 99 Ranch Market ("Tawa") on April 22, 2016 in Orange County Superior Court. Wu contends that Tawa violated California law by failing to provide California cashiers with suitable seats while working or during times of inactivity. The lawsuit sought civil penalties pursuant to the California Labor Code Private Attorneys' General Act ("PAGA") and attorneys' fees.

Terms of the Settlement

On December 3, 2018, the parties reached a tentative agreement to settle Wu's representative claims for a gross maximum settlement of \$377,010.00, which was later reduced to a formal agreement and signed by the parties.

On [*****], the Honorable Randall J. Sherman, Orange County Superior Court Judge, approved the settlement. The settlement resolves all claims that Tawa allegedly failed to provide "suitable seats" for California cashiers for the period of March 20, 2015 through January 15, 2019.

The settlement amount is being distributed as follows: (1) settlement payments to individual aggrieved employees; (2) enhancement payment totaling \$5,000 to Wu for her service on behalf of the aggrieved employees and for a general release and waiver of her claims; (3) \$125,670.00 in attorneys' fees and \$35,554.25 in expenses; and (4) \$11,601.05 in claims administrator fees. In addition, seventy-five percent of the net settlement amount (the gross settlement amount, minus attorneys' fees and expenses, claims administrator fees, and representative enhancements) will be distributed to the State of California Labor and Workforce Development Agency ("LWDA") in accordance with California law. After deducting attorneys' fees and expenses, claims administrator fees, representative enhancements to Plaintiff, and the payment to the LWDA, approximately [*****], is available for distribution to aggrieved current

and former employees, based on the number of pay periods each was actively employed by Tawa as a cashier in California.

Tawa's Denial of Wrongdoing and Liability

Tawa maintains that the nature of the work performed by able-bodied Tawa cashiers reasonably necessitates that able-bodied cashiers stand while performing their duties, and denies that California law requires it to provide seats to its cashiers during periods of activity. By agreeing to settle, Tawa is not admitting liability for any of the allegations or claims or conceding the representative action is proper, and maintains that it has and will continue to provide cashiers with suitable seating for use during periods of inactivity to the extent required by law. Tawa agreed to settle the case as part of a compromise with Plaintiff.

Plaintiff's counsel believes the claims to have merit, but recognizes that the risk and expense of continued litigation justifies settlement. Counsel for Plaintiff believes the settlement is fair, adequate, reasonable, and in the best interests of the State of California and the cashiers who are part of this representative action.

Your Payment Under the Settlement

All individuals who held the position of Cashier at Tawa in California between March 20, 2015 and January 15, 2019 are eligible for compensation. Each share of the settlement is based on the number of pay periods an individual was actively employed in the position of cashier in California.

This payment is for penalties related only for the alleged failure to furnish suitable seating, and does not represent a compromise or settlement of claims for unpaid or underpaid wages. No claims for unpaid or underpaid wages have been settled in the lawsuit, and the settlement of the *Wu v. Tawa* case is without prejudice to the pursuit of any unpaid or underpaid wage claims or other non-PAGA claims.

Please deposit or cash your check immediately. Checks are void 180 days after issued and all money from uncashed checks will revert to the California Unclaimed Property Fund in the name of the Aggrieved Employee.

Very truly yours,

[Settlement Administrator]

EXHIBIT 4

EXHIBIT B

Cover Letter to Accompany Individual Payments From Aggrieved Employee Fund

[NAME]

[ADDRESS]

Re: *Wu v. Tawa Supermarkets, Inc.*, Case No. 30-2016-00847843-CU-OE-CXC
State of California Superior Court, County of Orange

Dear [NAME],

You are entitled to compensation from the settlement of the lawsuit titled *Wu v. Tawa Supermarkets, Inc.* Your settlement check is enclosed. The amount of the check is based on the number of weeks you worked as a cashier for the company in California.

Background

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Terms of the Settlement

On December 3, 2018, the parties reached a tentative agreement to settle Wu's representative claims for a gross maximum settlement of \$377,010.00, which was later reduced to a formal agreement and signed by the parties.

On [*****], the Honorable Randall J. Sherman, Orange County Superior Court Judge, approved the settlement. The settlement resolves all claims that Tawa allegedly failed to provide "suitable seats" for California cashiers for the period of March 20, 2015 through January 15, 2019.

The settlement amount is being distributed as follows: (1) settlement payments to individual aggrieved employees; (2) enhancement payment totaling \$5,000 to Wu for her service on behalf of the aggrieved employees and for a general release and waiver of her claims; (3) \$125,670.00 in attorneys' fees and \$35,554.25 in expenses; and (4) \$11,601.05 in claims administrator fees. In addition, seventy-five percent of the net settlement amount (the gross settlement amount, minus attorneys' fees and expenses, claims administrator fees, and representative enhancements) will be distributed to the State of California Labor and Workforce Development Agency ("LWDA") in accordance with California law. After deducting attorneys' fees and expenses, claims administrator fees, representative enhancements to Plaintiff, and the payment to the LWDA, approximately [*****], is available for distribution to aggrieved current

and former employees, based on the number of pay periods each was actively employed by Tawa as a cashier in California.

Tawa's Denial of Wrongdoing and Liability

Tawa maintains that the nature of the work performed by able-bodied Tawa cashiers reasonably necessitates that able-bodied cashiers stand while performing their duties, and denies that California law requires it to provide seats to its cashiers during periods of activity. By agreeing to settle, Tawa is not admitting liability for any of the allegations or claims or conceding the representative action is proper, and maintains that it has and will continue to provide cashiers with suitable seating for use during periods of inactivity to the extent required by law. Tawa agreed to settle the case as part of a compromise with Plaintiff.

Plaintiff's counsel believes the claims to have merit, but recognizes that the risk and expense of continued litigation justifies settlement. Counsel for Plaintiff believes the settlement is fair, adequate, reasonable, and in the best interests of the State of California and the cashiers who are part of this representative action.

Your Payment Under the Settlement

All individuals who held the position of Cashier at Tawa in California between March 20, 2015 and January 15, 2019 are eligible for compensation. Each share of the settlement is based on the number of pay periods an individual was actively employed in the position of cashier in California.

This payment is for penalties related only for the alleged failure to furnish suitable seating, and does not represent a compromise or settlement of claims for unpaid or underpaid wages. No claims for unpaid or underpaid wages have been settled in the lawsuit, and the settlement of the *Wu v. Tawa* case is without prejudice to the pursuit of any unpaid or underpaid wage claims or other non-PAGA claims.

Please deposit or cash your check immediately. Checks are void 180 days after issued and all money from uncashed checks will revert to the ~~the~~ California ~~Department of Industrial Relations~~ Unclaimed ~~Wages~~~~Property~~ Fund in the name of the Aggrieved Employee.

Very truly yours,

[Settlement Administrator]

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EXHIBIT 5

PRE-BILL

Date: 7/8/2019
Time: 3:28PM

The Law Offices of Stephen M. Harris, P.C.

Qiong Wu
, CA

Client: 231
Matter: 1297
Matter Type: CIV Civil Litigation
File Open Date: 10/6/2015
Billing Mode: Contingency
Contingency Percent: 0%
Billing Frequency: End of Matter
Remarks:

Qiong Wu
Wu v. Tawa Supermarket, Inc. d.b.a. 99 Ranch Market

Originating Timekeeper: SMH
Responsible Timekeeper: SMH
Billing Format Code: GEN
Fees/Costs Cut Date: 7/8/2019
Payments Cut Date: 7/8/2019
Type of Bill: Regular

Bill Date: 7/8/2019
Start Date: 1/1/1900
Last Bill:

Comments :

ACCOUNT AGING	<u>Current</u>	<u>30 - 59 Days</u>	<u>60 - 89 Days</u>	<u>90 Days and Over</u>
	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fees Billed to Date:	\$0.00	Costs Billed to Date:	\$0.00	

Fees

Ticket Number	Date	Timekeeper	Description	Hours		
1	2/9/2016	SMH	Draft / revise demand for employment records	0.40	\$0.00	BL
2	3/10/2016	SMH	Research as well as draft PAGA letter	3.20	\$0.00	BL
3	4/4/2016	SMH	Research re recent california supreme court decision of kirby and analyze impact on lawsuit	3.40	\$0.00	BL
4	4/14/2016	SMH	Research re and prepare damages	5.90	\$0.00	BL
5	4/27/2016	SMH	Review / Analyze case status	0.40	\$0.00	BL
6	5/12/2016	SMH	Research re methods of service, arrange for service re notice and acknowledgment of receipt and communicate re same with defense counsel	1.20	\$0.00	BL
7	5/25/2016	SMH	Draft / revise notice of reassignment	0.40	\$0.00	BL
8	6/3/2016	SMH	Communicate (other external) with defense counsel re cmc	0.20	\$0.00	BL
9	6/3/2016	SMH	Draft / revise stipulation and order and file with court	0.80	\$0.00	BL
10	6/16/2016	SMH	Research re electronic service and communicate re same with defense counsel	0.80	\$0.00	BL
11	6/17/2016	SMH	Draft / revise case management conf statement	0.80	\$0.00	BL
12	7/1/2016	SMH	Communicate (other external) with defense counsel re status	0.20	\$0.00	BL
13	7/1/2016	SMH	Review / Analyze answer, communicate re e-service and plaintiff deposition with defense counsel and client;	1.40	\$0.00	BL
14	7/5/2016	SMH	Communicate (other outside counsel) with defense counsel and client re depo of client	0.40	\$0.00	BL

Continued On Next Page

PRE-BILL

Date: 7/8/2019
Time: 3:28PM

The Law Offices of Stephen M. Harris, P.C.

Client: 231 Qiong Wu
Matter: 1297 Wu v. Tawa Supermarket, Inc. d.b.a. 99 Ranch Market

15	7/20/2016	SMH	prepare demand to produce, special interrogatories and form interrogatories	2.90	\$0.00	BL
16	8/3/2016	SMH	Review / Analyze request to produce and communicate re same with client	0.70	\$0.00	BL
17	8/3/2016	SMH	prepare response to request to produce, arrange for documents to be produced, and communicate re same with client	1.80	\$0.00	BL
18	8/31/2016	SMH	Communicate (other external) communicate re status with client	0.20	\$0.00	BL
19	9/2/2016	SMH	Communicate (other external) with defense counsel and client re status	0.30	\$0.00	BL
20	9/2/2016	SMH	communicate with plaintiff and defense counsel re interpreter and other depo issues	0.40	\$0.00	BL
21	9/5/2016	SMH	communicate with defense counsel re status	0.30	\$0.00	BL
22	9/5/2016	SMH	Review / Analyze responses of def to req to produce, form rogs, and special rogs	1.80	\$0.00	BL
23	9/5/2016	SMH	Review / Analyze def document production	1.70	\$0.00	BL
24	9/6/2016	SMH	Plan and prepare for and attend meeting with client at client's residence	5.90	\$0.00	BL
25	9/7/2016	SMH	Plan and prepare for and attend depo of client in costa mesa ca	10.40	\$0.00	BL
26	9/12/2016	SMH	Review / Analyze photos submitted by client	0.40	\$0.00	BL
27	10/12/2016	SMH	prepare meet and confer letter	1.30	\$0.00	BL
28	10/18/2016	SMH	communicate re status with defense counsel	0.30	\$0.00	BL
29	10/18/2016	SMH	arrange for supplemental production and communicate re same with defense counsel	0.60	\$0.00	BL
30	10/18/2016	SMH	prepare for and attend meet and confer session with defense counsel	0.80	\$0.00	BL
31	10/24/2016	SMH	review and analyze and respond to meet and confer email.	0.50	\$0.00	BL
32	11/29/2016	SMH	review and analyze responses to rfas and form rogs	0.90	\$0.00	BL
33	12/4/2016	SMH	Review / Analyze photos and communicate re status with def counsel	0.70	\$0.00	BL
34	12/5/2016	SMH	prepare case management conf statement	0.80	\$0.00	BL
35	12/12/2016	SMH	communicate re status with court and defense counsel	0.40	\$0.00	BL
36	12/18/2016	SMH	prepare meet and confer letter re rfas, form rogs and previous discovery	0.40	\$0.00	BL
37	12/21/2016	SMH	communicate with defense counsel re discovery disputes	0.40	\$0.00	BL

Continued On Next Page

PRE-BILL

Date: 7/8/2019
Time: 3:28PM

The Law Offices of Stephen M. Harris, P.C.

Client: 231 Qiong Wu
Matter: 1297 Wu v. Tawa Supermarket, Inc. d.b.a. 99 Ranch Market

38	12/28/2016	SMH	Draft / revise second demand to produce and second set of interrogatories.	1.20	\$0.00	BL
39	1/3/2017	SMH	review and analyze amended discovery responses and meet and confer re same	0.50	\$0.00	BL
40	1/10/2017	SMH	meet and confer with defense counsel re discovery issues	0.40	\$0.00	BL
41	1/30/2017	SMH	communicate re discovery issues with def counsel	0.60	\$0.00	BL
42	2/7/2017	SMH	review and analyze videotape evidence submitted by def	0.90	\$0.00	BL
43	2/14/2017	SMH	review responses to second req to produce and interrogatories	0.50	\$0.00	BL
44	2/16/2017	SMH	Review / Analyze responses to second set of special rogs and second demand and meet and confer re same	1.30	\$0.00	BL
45	2/23/2017	SMH	Research re motion for judgment on the pleadings and review papers in support thereof	2.90	\$0.00	BL
46	3/2/2017	SMH	Research and prepare opposition to motion for judgment on the pleadings	8.40	\$0.00	BL
47	3/4/2017	SMH	Communicate (with client) re status	0.40	\$0.00	BL
48	3/4/2017	SMH	Communicate (with client) re status	0.40	\$0.00	BL
49	3/6/2017	SMH	Communicate (other outside counsel) re requested meet and confer	0.50	\$0.00	BL
50	3/10/2017	SMH	Review / Analyze reply to opposition	1.40	\$0.00	BL
51	3/10/2017	SMH	Draft / revise motion to compel further responses	2.40	\$0.00	BL
52	3/13/2017	SMH	prepare discovery motion, separate statement and harris declaration supporting	6.10	\$0.00	BL
53	3/15/2017	SMH	Review / Analyze court tentative and communicate re same with client and defense counsel	1.10	\$0.00	BL
54	3/16/2017	SMH	Draft / revise CMC statement; communicate re same with def counsel; communicate re hearing on motion for judgment on pleadings with def counsel and court	1.30	\$0.00	BL
55	3/16/2017	SMH	Draft / revise notice of ruling	0.40	\$0.00	BL
56	3/19/2017	SMH	Draft / revise supplemental Harris declaration	1.40	\$0.00	BL
57	3/20/2017	SMH	Appear for / attend (and prepare for) court status conf	0.70	\$0.00	BL
58	3/30/2017	SMH	Communicate (other external) re stip with def counsel; review and analyze stip and revised stip	0.70	\$0.00	BL
59	4/6/2017	SMH	review and analyze status and communicate with def counsel re continuance	0.40	\$0.00	BL
60	4/11/2017	SMH	analyze and communicate with def counsel re belaire notice proposal	0.40	\$0.00	BL

Continued On Next Page

PRE-BILL

Date: 7/8/2019
Time: 3:28PM

The Law Offices of Stephen M. Harris, P.C.

Client: 231 Qiong Wu
Matter: 1297 Wu v. Tawa Supermarket, Inc. d.b.a. 99 Ranch Market

61	4/21/2017	SMH	prepare draft belaire notice and send to def counsel	1.40	\$0.00	BL
62	4/26/2017	SMH	communicate re status with def counsel	0.20	\$0.00	BL
63	5/3/2017	SMH	review and analyze stipulation and order and communicate with def counsel re same	0.40	\$0.00	BL
64	5/8/2017	SMH	research re status of case	0.30	\$0.00	BL
65	5/15/2017	SMH	Draft / revise email to def counsel re discovery	0.20	\$0.00	BL
66	5/22/2017	SMH	Communicate (other external) re belaire notice with def counsel	0.30	\$0.00	BL
67	5/22/2017	SMH	Draft / revise redlined version of belaire proposed by def counsel and communicate re same with def counsel	1.30	\$0.00	BL
68	5/25/2017	SMH	Review / Analyze revised belaire notice and comm from def counsel; finalize notice and comm re same with def counsel	0.40	\$0.00	BL
69	5/26/2017	SMH	Communicate (with client) re status	0.30	\$0.00	BL
70	6/2/2017	SMH	review belaire notice and explore call center issue	0.50	\$0.00	BL
71	6/6/2017	SMH	comm with def counsel re belaire notice	0.40	\$0.00	BL
72	6/12/2017	SMH	Communicate (other external) re status with def counsel	0.30	\$0.00	BL
73	6/13/2017	SMH	Communicate (other external) with def counsel re stipulation and review same	0.40	\$0.00	BL
74	6/13/2017	SMH	Communicate (other external) re revised stip with def counsel	0.30	\$0.00	BL
75	7/3/2017	SMH	Communicate (other external) communicate re status with employee	0.50	\$0.00	BL
76	7/7/2017	SMH	Communicate (other external) with def counsel and call centers re call center issue	0.50	\$0.00	BL
77	7/7/2017	SMH	Communicate (other external) with def counsel re discovery motion	0.70	\$0.00	BL
78	7/11/2017	SMH	Draft / revise and research re reply and harris decl	7.40	\$0.00	BL
79	7/12/2017	SMH	Communicate (other external) with def counsel re status	0.50	\$0.00	BL
80	7/19/2017	SMH	Communicate (other external) with rust re status	0.40	\$0.00	BL
81	7/19/2017	SMH	Review / Analyze evidentiary objections	0.80	\$0.00	BL
82	7/20/2017	SMH	Review / Analyze tentative ruling and communicate re same with client and def counsel	0.90	\$0.00	BL
83	7/21/2017	SMH	Plan and prepare for and attend discovery hearing and prepare notice of ruling	2.90	\$0.00	BL
84	7/24/2017	SMH	Communicate (other external) re status with claims admr	0.40	\$0.00	BL
85	7/25/2017	SMH	Review / Analyze proposed protective order	0.90	\$0.00	BL

Continued On Next Page

PRE-BILL

Date: 7/8/2019
Time: 3:28PM

The Law Offices of Stephen M. Harris, P.C.

Client: 231 Qiong Wu
Matter: 1297 Wu v. Tawa Supermarket, Inc. d.b.a. 99 Ranch Market

86	7/31/2017	SMH	Communicate (other external) re status with investigator	0.30	\$0.00	BL
87	8/15/2017	SMH	Review / Analyze discovery responses (court ordered) and communicate re same with def counsel and client	0.90	\$0.00	BL
88	8/16/2017	SMH	Communicate (with client) re status	0.40	\$0.00	BL
89	8/16/2017	SMH	Review / Analyze discovery responses (further) and meet and confer with def counsel	0.70	\$0.00	BL
90	8/17/2017	SMH	Review / Analyze expert investigation report and comm re status with investigator and client	1.20	\$0.00	BL
91	8/24/2017	SMH	Review / Analyze expert reports	0.90	\$0.00	BL
92	8/24/2017	SMH	Review / Analyze claims admr reports	0.40	\$0.00	BL
93	9/5/2017	SMH	Communicate (other external) with def counsel re outstanding discovery issues	0.40	\$0.00	BL
94	9/6/2017	SMH	Communicate (other external) with 99 ranch attorney re ownership stores and further responses	0.30	\$0.00	BL
95	9/6/2017	SMH	Communicate (other external) re status with client	0.40	\$0.00	BL
96	9/11/2017	SMH	Draft / revise meet and confer comm to defense counsel	0.50	\$0.00	BL
98	9/11/2017	SMH	Review / Analyze supplemental document production	5.90	\$0.00	BL
97	9/14/2017	SMH	Communicate (other external) communicate re further meet and confer with def counsel	0.50	\$0.00	BL
99	9/14/2017	SMH	Review / Analyze supplemental document production	6.30	\$0.00	BL
100	9/19/2017	SMH	Communicate (other external) re depositions with def counsel	0.30	\$0.00	BL
101	9/22/2017	SMH	Communicate (other external) re def counsel re depositions	0.20	\$0.00	BL
102	9/22/2017	SMH	Review / Analyze third supplemental responses to rog 8	1.20	\$0.00	BL
103	9/28/2017	SMH	Communicate (other external) client and witness re status	0.40	\$0.00	BL
104	9/28/2017	SMH	Communicate (other external) with def counsel re store manager depositions	0.50	\$0.00	BL
105	10/2/2017	SMH	Appear for / attend meeting with client and witnesses in irvine cal.	4.40	\$0.00	BL
106	10/3/2017	SMH	Communicate (other external) re status with client and brian starr	0.50	\$0.00	BL
107	10/28/2017	SMH	Communicate (other external) with rust re potential interviews	0.40	\$0.00	BL
108	10/31/2017	SMH	Draft / revise pmk depo notices	1.50	\$0.00	BL
109	11/2/2017	SMH	Communicate (other external) with def counsel re discovery	0.40	\$0.00	BL
110	11/7/2017	SMH	Draft / revise amended notice of pmk	0.20	\$0.00	BL

Continued On Next Page

PRE-BILL

Date: 7/8/2019
Time: 3:28PM

The Law Offices of Stephen M. Harris, P.C.

Client: 231 Qiong Wu
Matter: 1297 Wu v. Tawa Supermarket, Inc. d.b.a. 99 Ranch Market

111	11/8/2017	SMH	Communicate (other outside counsel) with def counsel re issue of further responses to interrogatories	0.50	\$0.00	BL
112	11/8/2017	SMH	Review / Analyze report re sale of chairs in store	0.40	\$0.00	BL
113	12/5/2017	SMH	Communicate (other external) re status with def counsel	0.40	\$0.00	BL
114	12/7/2017	SMH	Draft / revise amended notices of deposition	0.50	\$0.00	BL
115	12/12/2017	SMH	Communicate (other external) with def counsel re discovery and trial	0.40	\$0.00	BL
116	12/12/2017	SMH	Draft / revise stipulation and order re trial; comm re same with def counsel	0.50	\$0.00	BL
117	12/15/2017	SMH	Draft / revise stip re trial and comm with def counsel re same	0.80	\$0.00	BL
118	12/29/2017	SMH	Review / Analyze order continuing trial and impact on case	0.50	\$0.00	BL
119	12/29/2017	SMH	Communicate (other external) re status with client and def counsel	0.30	\$0.00	BL
120	2/27/2018	SMH	Communicate (other external) re status with def counsel	0.30	\$0.00	BL
121	3/6/2018	SMH	Draft / revise declarations of 99 ranch cashiers and communicate re same with rust consulting	5.10	\$0.00	BL
122	3/6/2018	SMH	Communicate (other external) with rust re status	0.40	\$0.00	BL
123	3/7/2018	SMH	Communicate (other external) with rust re class member statements	0.40	\$0.00	BL
124	3/9/2018	SMH	Draft / revise multiple amended deposition notices	1.70	\$0.00	BL
125	3/23/2018	SMH	Draft / revise third set of rogs	0.50	\$0.00	BL
126	4/19/2018	SMH	Communicate (other outside counsel) with def counsel re discovery	0.30	\$0.00	BL
127	4/20/2018	SMH	Communicate (other external) with def counsel re meet and confer re depositions	0.50	\$0.00	BL
128	4/23/2018	SMH	Communicate (other external) with def counsel re meet and confer re store manager depositions	0.50	\$0.00	BL
129	4/23/2018	SMH	Draft / revise amended depo notices	0.50	\$0.00	BL
130	4/30/2018	SMH	Communicate (other external) with defense counsel re discovery	0.30	\$0.00	BL
131	4/30/2018	SMH	Communicate (other outside counsel) with def counsel re failure to respond to third demand to produce	0.30	\$0.00	BL
132	5/1/2018	SMH	Communicate (other outside counsel) with def counsel re meet and confer re depositions and third demand to produce	0.40	\$0.00	BL
133	5/2/2018	SMH	Communicate (other outside counsel) def counsel re further meet and confer	0.20	\$0.00	BL

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The Law Offices of Stephen M. Harris, P.C.

Client: 231 Qiong Wu
Matter: 1297 Wu v. Tawa Supermarket, Inc. d.b.a. 99 Ranch Market

134	5/2/2018	SMH	Communicate (other outside counsel) with def counsel re discovery issues	0.30	\$0.00	BL
135	5/7/2018	SMH	Communicate (other external) re discovery disputes with def counsel	0.40	\$0.00	BL
136	5/8/2018	SMH	Communicate (other outside counsel) with def counsel re discovery issues	0.20	\$0.00	BL
137	5/8/2018	SMH	Communicate (other outside counsel) with a.s. re discovery	0.20	\$0.00	BL
138	5/15/2018	SMH	Communicate (other external) with def counsel re deposition and court reporter re same	0.90	\$0.00	BL
139	5/17/2018	SMH	Plan and prepare for and attend pmk depositions in downtown los angeles	5.60	\$0.00	BL
140	5/22/2018	SMH	Communicate (other external) def counsel re discovery issues	0.40	\$0.00	BL
141	5/29/2018	SMH	Communicate (other external) with defense counsel re depositions	0.30	\$0.00	BL
142	5/31/2018	SMH	Communicate (other outside counsel) with defense counsel re discovery	0.30	\$0.00	BL
143	6/6/2018	SMH	Communicate (other external) re status with def counsel	0.30	\$0.00	BL
144	6/7/2018	SMH	Communicate (other outside counsel) with def counsel re june 14 depo and communicate with crs re same	0.40	\$0.00	BL
145	6/14/2018	SMH	Appear for / attend pmk depos in downtown l.a.	9.20	\$0.00	BL
146	6/15/2018	SMH	Communicate (with client) re status	0.30	\$0.00	BL
147	6/15/2018	SMH	Draft / revise motion to compel response to third demand	2.90	\$0.00	BL
148	6/25/2018	SMH	Communicate (other external) with court reporter and def counsel re scheduled depositions and comm with def counsel re pending motion to compel	0.90	\$0.00	BL
149	6/25/2018	SMH	Review / Analyze store manager depos and outline portion related to discovery to be directed to communications and lists re chairs	0.90	\$0.00	BL
150	6/26/2018	SMH	Draft / revise fourth demand to produce	1.40	\$0.00	BL
151	6/27/2018	SMH	Plan and prepare for and attend pmq depositions in glendale ca	5.30	\$0.00	BL
152	6/28/2018	SMH	Appear for / attend pmk depos in glendale ca	7.10	\$0.00	BL
153	6/29/2018	SMH	Plan and prepare for and attend pmk deposition of tawa at 500 n. brand blvd, glendale ca	3.70	\$0.00	BL
154	7/2/2018	SMH	Draft / revise stipulation and order	0.50	\$0.00	BL
155	7/3/2018	SMH	Communicate (other outside counsel) re status with def counsel	0.30	\$0.00	BL

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Client: 231 Qiong Wu
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156	7/5/2018	SMH	Review / Analyze draft supplemental response to demand re issue of purchase of chairs for use in stores and comm re same with def counsel	0.50	\$0.00	BL
157	7/5/2018	SMH	Review / Analyze changes to stip and order re trial date and comm with def counsel re same	0.40	\$0.00	BL
158	7/5/2018	SMH	Draft / revise revised pmq deposition notice scheduling pmq for july 25th (previously noticed for july 3)	0.40	\$0.00	BL
159	7/5/2018	SMH	Draft / revise fourth set of special interrogatories	2.40	\$0.00	BL
160	7/5/2018	SMH	Review / Analyze depo testimony of witnesses and outline further inquiry needed	2.10	\$0.00	BL
161	7/6/2018	SMH	Communicate (other outside counsel) a.s. re status	0.20	\$0.00	BL
162	7/6/2018	SMH	Review / Analyze shih depo and outline activity need	0.80	\$0.00	BL
163	7/10/2018	SMH	Review / Analyze court order continuing trial and detailed analysis of status of case	0.80	\$0.00	BL
164	7/12/2018	SMH	Communicate (other external) with def counsel re discovery issues and mediation	0.40	\$0.00	BL
165	7/16/2018	SMH	Communicate (other external) with def counsel re status	0.40	\$0.00	BL
166	7/20/2018	SMH	Communicate (other outside counsel) with def counsel re supplemental response, inadequacy thereof and discovery motion	0.50	\$0.00	BL
167	7/27/2018	SMH	Communicate (other external) def counsel re discovery and arrange for scheduling of depo	0.50	\$0.00	BL
168	7/27/2018	SMH	Communicate (other external) re discovery issues with def counsel	0.30	\$0.00	BL
169	7/30/2018	SMH	Review / Analyze Teng depo and communicate with def counsel re discovery issues related to that deposition	1.70	\$0.00	BL
170	8/1/2018	SMH	Draft / revise supplemental decl. in support of discovery motion	2.30	\$0.00	BL
171	8/1/2018	SMH	Communicate (other external) w/def counsel re san diego pmk depositions	0.30	\$0.00	BL
172	8/1/2018	SMH	Review / Analyze depositions remaining of cashier supervisors; comm with def counsel re same	1.30	\$0.00	BL
173	8/1/2018	SMH	Communicate (other external) with def counsel and mediator re mediation	0.40	\$0.00	BL
174	8/3/2018	SMH	Review / Analyze deposition testimony of pmks (further review) and prepare fifth set of special interrogatories	4.90	\$0.00	BL
175	8/7/2018	SMH	Communicate (other external) with def counsel re discovery	0.50	\$0.00	BL
176	8/7/2018	SMH	Draft / revise outline of reply to opposition	3.90	\$0.00	BL

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Client: 231 Qiong Wu
Matter: 1297 Wu v. Tawa Supermarket, Inc. d.b.a. 99 Ranch Market

177	8/8/2018	SMH	Draft / revise reply	3.90	\$0.00	BL
178	8/9/2018	SMH	Draft / revise reply papers	3.80	\$0.00	BL
179	8/16/2018	SMH	Communicate (other outside counsel) with def counsel re tentative; prepare for status	0.90	\$0.00	BL
180	8/17/2018	SMH	Appear for / attend court status conf	5.10	\$0.00	BL
181	8/17/2018	SMH	Draft / revise notice of ruling	0.40	\$0.00	BL
182	8/20/2018	SMH	Communicate (other outside counsel) with def counsel re responses to 4th set of special rogs	0.40	\$0.00	BL
183	8/22/2018	SMH	Communicate (other outside counsel) with def counsel re discovery	0.30	\$0.00	BL
184	8/23/2018	SMH	Draft / revise pmk deposition notices	0.50	\$0.00	BL
185	8/23/2018	SMH	Draft / revise individual depo notices for oct 2	0.40	\$0.00	BL
186	8/23/2018	SMH	Draft / revise meet and confer letter to def counsel re response to 4th demand	1.30	\$0.00	BL
187	8/23/2018	SMH	Review / Analyze document production from 99 ranch re store audit reports	1.90	\$0.00	BL
188	8/24/2018	SMH	Communicate (other outside counsel) with def counsel and crs re depositions and interpreters (multiple comms)	0.60	\$0.00	BL
189	8/24/2018	SMH	Draft / revise 6th set of special interrogatories	2.10	\$0.00	BL
190	8/27/2018	SMH	Draft / revise outline of discovery re internal transfer report	0.90	\$0.00	BL
191	8/27/2018	SMH	Draft / revise special interrogatories set 7	3.20	\$0.00	BL
192	8/27/2018	SMH	Draft / revise 5th demand to inspect	0.90	\$0.00	BL
193	8/27/2018	SMH	Draft / revise second set of rfas and form interrogatories	1.80	\$0.00	BL
194	8/27/2018	SMH	Draft / revise draft pmq depo notice	0.70	\$0.00	BL
195	8/28/2018	SMH	Communicate (other outside counsel) with def counsel re pending discovery and interpreter issue	0.50	\$0.00	BL
196	9/4/2018	SMH	Communicate (other outside counsel) with def counsel re discovery	0.40	\$0.00	BL
197	9/5/2018	SMH	Communicate (other external) with def counsel re meet and confer and informal conf re rfp	0.30	\$0.00	BL
198	9/7/2018	SMH	Communicate (other external) with defense counsel re depositions	0.40	\$0.00	BL
199	9/7/2018	SMH	Draft / revise pmk depo notice re internal transfer reports and depo notice of individuals involved in audits	0.90	\$0.00	BL
200	9/7/2018	SMH	Draft / revise and research re request for informal conf re 4th demand to inspect	1.50	\$0.00	BL

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201	9/11/2018	SMH	Plan and prepare for pmk depositions	1.50	\$0.00	BL
202	9/12/2018	SMH	Appear for / attend pmk depositions in glendale ca	7.70	\$0.00	BL
203	9/13/2018	SMH	Appear for / attend pmk depositions in costa mesa cal.	7.90	\$0.00	BL
204	9/14/2018	SMH	Draft / revise proposed order re informal conf; speak to clerk re same; analyze court minute order; communicate with investigator re witnesses and prepare subpoenas of audit witnesses	1.50	\$0.00	BL
205	9/16/2018	SMH	Review / Analyze interrogatories and demand to produce to plaintiff and communicate re same with client and comm re mediation with client	1.10	\$0.00	BL
206	9/16/2018	SMH	Communicate (with client) re mediation	0.40	\$0.00	BL
207	9/20/2018	SMH	Draft / revise discovery conf brief	1.60	\$0.00	BL
208	9/25/2018	SMH	Communicate (other outside counsel) with outside counsel re discovery	0.30	\$0.00	BL
209	9/25/2018	SMH	Communicate (other external) with def counsel re discovery	0.30	\$0.00	BL
210	10/2/2018	SMH	Plan and prepare for depositions of lee and pauline frankel at 500 n. brand blvd, glendale cal.	5.70	\$0.00	BL
211	10/2/2018	SMH	Review / Analyze def informal conf brief	0.50	\$0.00	BL
212	10/3/2018	SMH	Draft / revise reply to opposition (informal brief)	1.20	\$0.00	BL
213	10/9/2018	SMH	Draft / revise stipulation and order re continuance of trial and communicate re same with def counsel	0.50	\$0.00	BL
214	10/11/2018	SMH	Draft / revise changes to stipulation and review def counsel changes	0.30	\$0.00	BL
215	10/12/2018	SMH	prepare for informal discovery conf; participate in same; analyze impact of continuance of trial on further activity necessary	1.80	\$0.00	BL
216	10/12/2018	SMH	Draft / revise notice of ruling	0.40	\$0.00	BL
217	10/22/2018	SMH	Review / Analyze defendants responses to special interrogatories, form interrogatories, request for admissions and request to produce	0.70	\$0.00	BL
218	10/24/2018	SMH	Draft / revise responses to form interrogatories, special interrogatories and second demand to produce served by def	3.50	\$0.00	BL
219	10/26/2018	SMH	Review / Analyze and research re pleadings in rite aid case and evidence helpful to our position	2.90	\$0.00	BL
220	11/2/2018	SMH	Draft / revise schweitzer declaration re investigation of stores	1.90	\$0.00	BL
221	11/8/2018	SMH	Communicate (other outside counsel) with def counsel re discovery	0.20	\$0.00	BL

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Matter: 1297 Wu v. Tawa Supermarket, Inc. d.b.a. 99 Ranch Market

223	11/19/2018	SMH	Plan and prepare for mediation	2.20	\$0.00	BL
222	11/20/2018	SMH	Plan and prepare for mediation	3.40	\$0.00	BL
224	11/21/2018	SMH	Plan and prepare for mediation	3.40	\$0.00	BL
226	11/24/2018	SMH	Review / Analyze file materials and draft mediation brief	3.10	\$0.00	BL
225	11/25/2018	SMH	Draft / revise mediation brief	4.90	\$0.00	BL
227	11/30/2018	SMH	Appear for / attend mediation	6.60	\$0.00	BL
228	12/3/2018	SMH	Communicate (other outside counsel) with def counsel re discovery issues	0.30	\$0.00	BL
229	12/27/2018	SMH	Review / Analyze and comm re mediator's proposal to client and mediator-multiple communications	0.70	\$0.00	BL
230	1/3/2019	SMH	Communicate (other outside counsel) with all counsel, client and mediator re settlement	0.40	\$0.00	BL
231	1/3/2019	SMH	Communicate (other outside counsel) with def counsel re discovery and settlement	0.50	\$0.00	BL
232	1/4/2019	SMH	Draft / revise notice of settlement	0.40	\$0.00	BL
233	2/13/2019	SMH	Review / Analyze and revise paga agreement, general release and letter to cashiers	1.50	\$0.00	BL
234	2/21/2019	SMH	Draft / revise communication to ILYM re bid requested	0.40	\$0.00	BL
235	2/22/2019	SMH	Review / Analyze claim admr bid and communicate re same with def counsel; update agreement to reflect bid	0.50	\$0.00	BL
236	2/27/2019	SMH	Communicate (other outside counsel) re settlement issues with def counsel and claims administrator	0.40	\$0.00	BL
237	3/28/2019	SMH	Communicate (with client) and def counsel re settlement agreement	0.40	\$0.00	BL
238	4/12/2019	SMH	Draft / revise application for approval of paga penalties	3.70	\$0.00	BL
239	4/14/2019	SMH	Review / Analyze court records in hall v. rite aid case to assess settlement value	0.70	\$0.00	BL
240	4/15/2019	SMH	Draft / revise client decl.	1.10	\$0.00	BL
241	4/17/2019	SMH	Draft / revise application, declarations and proposed order; transmit to def counsel for review	3.40	\$0.00	BL
242	4/22/2019	SMH	Review / Analyze client communications and revise her decl accordingly	0.60	\$0.00	BL
243	5/13/2019	SMH	Draft / revise and finalize app for approval, harris decl; wu decl and proposed order	2.10	\$0.00	BL
244	6/27/2019	SMH	Review / Analyze court ruling; communicate re same with def counsel; client and claims administrator as well as court clerk	0.90	\$0.00	BL

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The Law Offices of Stephen M. Harris, P.C.

Client: 231
Matter: 1297

Qiong Wu
Wu v. Tawa Supermarket, Inc. d.b.a. 99 Ranch Market

Total Hours: 338.50
Billable Hours: 338.50

This Matter Will Be Billed On A Contingency Basis

Timekeeper Summary

Timekeeper SMH worked 338.50 hours.

Costs

<u>ID</u>	<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Check No.</u>
563	3/10/2016	Postage-PAGA letter	\$20.22	
662	4/25/2016	Electronic Filing Service-one legal charge	\$9.95	
667	4/26/2016	Clerk of Court-filing and convenience charges	\$1,472.31	
702	5/14/2016	Postage-notice and acknowledgement of receipt and lawsuit related documents to defense counsel	\$1.36	
716	5/26/2016	Postage	\$0.68	
738	5/30/2016	Electronic Filing Service-one legal	\$9.95	
743	6/6/2016	Postage	\$0.94	
763	6/13/2016	Electronic Filing Service-stip and order	\$9.95	
772	6/17/2016	Electronic Filing Service-one legal	\$9.95	
765	6/18/2016	Court Call Charge	\$86.00	
845	7/20/2016	Photocopies	\$1.00	
924	9/6/2016	Mileage-meeting with client	\$37.74	
928	9/6/2016	Photocopies	\$28.70	
925	9/7/2016	Mileage-deposition of client	\$72.14	
926	9/7/2016	Meal-with client	\$6.94	
927	9/7/2016	Parking or Validation-depo client	\$20.00	
930	9/8/2016	Travel Expenses-toll road	\$9.96	
1076	12/6/2016	Electronic Filing Service-cmc	\$9.95	
1207	3/7/2017	Electronic Filing Service-one legal oppos to motion for judgment on pleadings	\$9.95	
1213	3/14/2017	Clerk of Court-motion filing fee and e-filing fee for discovery motion	\$71.51	
1218	3/16/2017	Photocopies	\$11.10	
1233	3/16/2017	Electronic Filing Service	\$9.95	
1234	3/18/2017	Electronic Filing Service	\$9.95	
1236	3/21/2017	Electronic Filing Service	\$9.95	
1427	7/11/2017	Photocopies	\$7.20	
1429	7/13/2017	Court Call Charge	\$86.00	
1431	7/14/2017	Electronic Filing Service	\$12.20	
1437	7/21/2017	Electronic Filing Service	\$12.20	
1448	7/28/2017	Court Call Charge	\$86.00	
1451	7/28/2017	Electronic Filing Service	\$12.20	

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1479	8/16/2017	Clerk of Court-DOCUMENT SEARCH FEE	\$7.50
1486	8/17/2017	Investigator	\$345.19
1491	8/19/2017	Claims Administrator; fee for beliare notice	\$945.00
1498	8/23/2017	Investigator	\$159.49
1512	8/24/2017	Investigator	\$599.65
1557	9/12/2017	Claims Administrator-rust bill re call center services	\$1,250.00
1589	10/2/2017	Mileage	\$73.02
1640	11/8/2017	Expert Witness Fee-report re sale of chairs in store	\$87.19
1705	12/28/2017	Electronic Filing Service-stipulation fee and filing fee for stip and order	\$32.72
1818	4/13/2018	Expert Witness Fee-rust charges for contacting aggrieved employees, translation services, etc.	\$9,000.00
1910	5/17/2018	Parking or Validation	\$30.00
1911	5/17/2018	Meal	\$11.75
1912	5/17/2018	Mileage	\$32.70
1923	5/23/2018	Court Reporting-translation	\$833.00
1944	6/14/2018	Parking or Validation	\$35.00
1945	6/14/2018	Mileage	\$31.82
1948	6/21/2018	Electronic Filing Service-discovery motion	\$73.76
1952	6/22/2018	Court Reporting	\$970.00
1958	6/27/2018	Parking or Validation	\$15.00
1959	6/27/2018	Mileage	\$24.14
1960	6/28/2018	Parking or Validation	\$15.00
1961	6/28/2018	Mileage	\$24.14
1965	6/29/2018	Parking or Validation	\$13.00
1966	6/29/2018	Mileage	\$24.14
1967	6/30/2018	Court Reporting	\$1,222.00
1969	7/2/2018	Court Reporting-interpreter	\$795.00
1974	7/10/2018	Attorney Service Charge	\$32.72
1985	7/20/2018	Court Reporting-interpreter	\$807.00
1986	7/20/2018	Court Reporting-interpreter	\$508.50
1987	7/23/2018	Court Reporting	\$2,020.00
1995	8/1/2018	Electronic Filing Service	\$12.20
2005	8/6/2018	Court Reporting	\$2,237.25
2006	8/6/2018	Court Reporting	\$1,091.10
2016	8/9/2018	Electronic Filing Service	\$12.20
2020	8/13/2018	Attorney Service Charge	\$30.00
2024	8/17/2018	Parking or Validation	\$9.00
2025	8/17/2018	Mileage	\$68.77
2027	8/20/2018	Electronic Filing Service	\$12.20
2050	9/10/2018	Electronic Filing Service	\$12.20
2053	9/12/2018	Parking or Validation	\$15.00
2054	9/12/2018	Mileage	\$23.43
2055	9/12/2018	Electronic Filing Service-courtesy copy	\$30.00
2056	9/13/2018	Parking or Validation	\$20.00

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2057	9/13/2018	Mileage	\$72.81
2060	9/17/2018	Attorney Service Charge	\$12.20
2063	9/19/2018	Court Reporting-interpreter bills	\$2,655.00
2087	10/2/2018	Parking or Validation	\$15.00
2088	10/2/2018	Mileage	\$23.43
2093	10/3/2018	Attorney Service Charge	\$12.20
2094	10/3/2018	Court Reporting-interpreter	\$557.51
2106	10/4/2018	Court Reporting-interpreter	\$810.00
2101	10/9/2018	Court Call Charge	\$86.00
2103	10/12/2018	Photocopies	\$5.80
2108	10/14/2018	Clerk of Court-search for obtaining court minute order of 10-12-2018	\$7.50
2111	10/15/2018	Court Reporting-oct 4 invoice	\$1,410.80
2112	10/15/2018	Court Reporting-oct 2nd invoice	\$975.55
2126	10/23/2018	Electronic Filing Service	\$12.20
2132	10/26/2018	Clerk of Court-san diego superior court document search fee	\$43.07
2143	10/31/2018	Investigator	\$1,222.60
2164	11/16/2018	Court Reporting	\$850.80
2180	11/30/2018	Parking or Validation	\$18.45
2189	12/4/2018	Clerk of Court-court research fee	\$13.40
2228	1/7/2019	Attorney Service Charge	\$12.20
2345	4/14/2019	Clerk of Court--obtaining documents from san diego superior court re suitable seating settlement in hall v rite aid	\$42.96
2376	5/13/2019	Photocopies	\$5.60
2377	5/13/2019	Photocopies	\$5.60
2378	5/13/2019	Clerk of Court-filing fee and one legal fee for filing of paga approval papers	\$74.18
2414	6/26/2019	Court Call Charge	\$94.00
Total Costs:			\$34,776.59

EXHIBIT 6

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

QIONG WU, individually, and on behalf of
other aggrieved employees,

Plaintiff.

vs.

TAWA SUPERMARKET, INC. d.b.a. 99
RANCH MARKET.; and DOES 1-100,
inclusive,

Defendants.

Case No. 30-2016-00847843-CU-OE-CXC

**SUPPLEMENTAL DECLARATION OF
FARRAH GHAFARIRAFI OF ILYM
GROUP, INC., SUPPORTING MOTION
FOR APPROVAL OF PAYMENT OF
CIVIL PENALTIES TO THE
CALIFORNIA LABOR AND
WORKFORCE DEVELOPMENT
AGENCY AND REQUEST FOR ENTRY
OF JUDGMENT BASED ON THE
SETTLEMENT OF THE PARTIES**

Date: August 2, 2019

Time: 10:00 a.m.

Judge: Hon. Randall J. Sherman

Dept.: CX105

1 I, Farrah Ghaffarirafi, declare as follows:

2 1. I am a resident of the United States of America, and am over the age of 18. I am the
3 Operations Manager for ILYM Group, Inc., (herein after referred to as "ILYM Group"), the professional
4 settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by
5 the Court to serve as the Claims Administrator for the above captioned *Wu v. Tawa Supermarket, Inc.*
6 matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal
7 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such
8 facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements and
10 PAGA Settlements, including direct mail services, database management, claims processing and
11 settlement fund distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement
12 Class Members.

13 3. ILYM Group's total fees and costs for services in connection with the administration of this
14 Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for
15 completion of the settlement administration, are \$11,601.05. Attached hereto, as **Exhibit A**, is a true and
16 correct copy of the Invoice regarding this matter. ILYM Group's work in connection with this matter will
17 continue with the calculation of the settlement award payments, issuance and mailing of the settlement award
18 checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually
19 agree to and/or the Court orders ILYM Group to perform.

20 I declare under penalty of perjury under the laws of the State of California and the United States
21 that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed
22 this 10th day of July 2019, at Tustin, California.

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25 Farrah Ghaffarirafi
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EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Wu v. 99 Ranch Market

Thursday, June 27, 2019

Requesting Attorneys Name:

E-Mail:

ILYM Contact:

E-Mail:

Contact Number:

Stephen Harris

stephen@smh-legal.com

Lisa Mullins

Lisa@ilymgroupclassaction.com

714.878.8836

INVOICE

ASSUMPTIONS

Total Estimated # of Class Members	1,239
NCOA	Yes
Remail of Undeliverables	Yes
Certified Manderian Translations	No
Case Duration (Years)	1

Activity

Rate Type

Unit Cost

Volume

Amount

CASE STARTUP

Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	6	\$900.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	8	\$960.00
Certified Manderian Translation	Flat Rate	\$1,250.00	1	\$1,250.00
NCOA	Flat Rate	\$250.00	1	\$250.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$3,360.00

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*

Distribution Setup & Management	Hourly	\$150.00	8	\$1,200.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	8	\$1,000.00
Check Stub & Release - (including 1099)	Per Check	\$1.00	1,239	\$1,239.00
Check Mailing Postage	Per Piece	\$0.55	1,239	\$681.45
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	248	\$495.60
Preparation of Taxes	Hourly	\$125.00	10	\$1,250.00
Annual Filing of Tax Return	Per Year	\$1,000.00	1	\$1,000.00

*Additional Bank fees may apply

Subtotal \$6,866.05

CASE CONCLUSION

Data Manager Final Reporting	Hourly	\$100.00	10	\$1,000.00
Declaration	Hourly	\$125.00	3	\$375.00

Subtotal \$1,375.00

TOTAL CAS : ESTIMATE: \$11,601.05

Terms and Conditions

Provisions: The Case Estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/ size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the settlement agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of ILYM Group. All notifications are mailed out in English verbiage only unless specified otherwise. Additional costs will apply if translation for an additional language(s) are required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if the Settlement Agreement requires multiple state tax filing. **Pricing is good for 30 days.**

Mailing and Data Conversion: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive spreadsheet. ILYM Group cannot be liable for any errors or omissions arising due to additional work required for preparation of the original database. A minimum of five (5) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days if a National Change of Address update is requested. For Class Sizes smaller than 1,000 Class Members, due to USPS's recent change for certification of mailing, USPS is requiring all mailings over 49 pieces to be certified at \$7.95 for each group of 49. We will only provide certification of mailing for the first 49 pieces unless otherwise stated.

Payment Terms: All postage charges and 50% of the final administration charges are due at the start of the case and will be billed immediately upon receipt of the data and/or Notice Documents. ILYM Group, Inc. bills are due upon receipt unless otherwise negotiated and agreed to with Counsel/Client. In the event settlement terms provide that ILYM Group, Inc. is to be paid out of the Settlement Fund, ILYM Group, Inc. will request that Counsel endeavor to make alternate payment arrangements for ILYM Group, Inc. charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by Defendant/Plaintiff, or no later than the time of disbursement.

Inclusion: ILYM Group, Inc.'s general policy is to not accept Claims via facsimile. However, in the event that facsimile filing of claims must be accepted, ILYM Group will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, ILYM Group, Inc. will require disclaimer language regarding facsimile transmissions. ILYM Group, Inc. shall not be responsible for any issues caused by the U.S.P.S. ILYM Group, Inc. is not responsible for any information, data, or social security numbers that are incorrect and given to us by Counsel. All responses and data are strictly confidential.

PROOF OF SERVICE
Wu v. Tawa Supermarket, Inc., et.al.
Case No. 30-2016-00847843-CU-OE-CXC

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action. My business address is 6320 Canoga Avenue, Suite 1500, Woodland Hills, California 91367. On July 12, 2019, I caused the foregoing document(s) described as SUPPLEMENTAL HARRIS DECLARATION to be served on the interested parties in this action as follows:

By placing a true copy thereof enclosed in a sealed envelope(s) addressed as stated below:

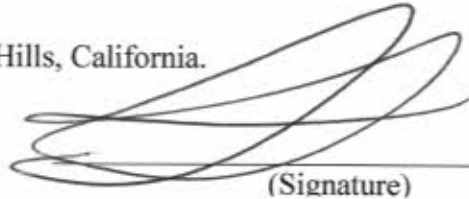


BY ELECTRONIC SERVICE: My electronic service address is stephen@smh-legal.com. I served the above listed document(s) described via electronic service on the designated recipients via electronic transmission through my electronic service address. The electronic service addresses of the persons served are listed below.

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

Executed on July 12, 2019, at Woodland Hills, California.

Stephen M. Harris
(Type or print name)


(Signature)

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Andrew L. Satenberg, Esq.
Matthew Gulper, Esq.
Manatt, Phelps & Phillips, LLP
11355 West Olympic Blvd.
Los Angeles, CA 90064s

Attorneys for Defendant Tawa Supermarket,
Inc., d.b.a. 99 Ranch