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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JUAN DAVID ARREOLA CARRILLO, as
an individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

KPS GLOBAL, LLC, a Delaware
corporation; and DOES 1 through 100,

Defendants.

CASE NO. 22STCV19527

*[Case assigned for all purposes to the Hon.
Kenneth R. Freeman, Dept. 14]*

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES AND
COSTS, AND CLASS REPRESENTATIVE
ENHANCEMENT AWARD**

Date: March 11, 2025
Time: 11:00 a.m.
Dept.: 14

Action Filed: June 15, 2022
Trial Date: None Set

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I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for named Plaintiff Juan David Arreola Carrillo (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in the area of plaintiff's employment litigation. From October 2014 to May 2015, I worked as an associate at the Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour and wrongful termination actions. Although non-exhaustive, the type of work I performed included: conducting client intakes; performing pre-filing research and analysis; drafting complaints and letters to the Labor & Workforce Development Agency; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; analyzing payroll and timekeeping records and employee handbooks; drafting complaints and mediation briefs; attending mediations; and drafting long-form settlement agreements.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately fifty (50) active wage and hour class actions, including a number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure.

4. The following is a non-exhaustive list of wage and hour class actions (which have been granted final approval) in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;

- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;

- 1 • *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-
2 OE-CXC, Superior Court of California, County of Orange, Honorable William D.
3 Claster presiding;
- 4 • *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-
5 2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange,
6 Honorable Randall J. Sherman presiding;
- 7 • *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County
8 of Los Angeles, Honorable Elihu M. Berle presiding;
- 9 • *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of
10 California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- 11 • *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of
12 California, County of San Joaquin, Honorable Roger Ross presiding;
- 13 • *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708,
14 Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson
15 presiding;
- 16 • *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior
17 Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- 18 • *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los
19 Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an
20 hourly rate of \$400 for work performed in 2018 and 2019);
- 21 • *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County
22 Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of
23 \$425 for work performed in 2018, 2019, and 2020);
- 24 • *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego
25 County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly
26 rate of \$425 for work performed from 2017-2020);
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- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of \$575 for work performed from 2019-2023); and
- *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of \$575 for work performed from 2019-2023).

1 • *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles
2 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
3 rate of \$575 for work performed from 2022-2023).

4 • *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara
5 County Superior Court, Honorable James F. Rigali, presiding (approving an hourly
6 rate of \$650 for work performed from 2020-2024).

7 5. I have also been named as Class Counsel for the certified class following a
8 contested class certification motion in the following case:

9 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
10 Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage
11 statement class).

12 6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved
13 employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba*
14 *Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior
15 Court, Honorable William Claster presiding, which was a case brought under the Private
16 Attorneys General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor
17 of the aggrieved employees.

18 7. In addition to the above cases, I also play a significant role in many of my firm's
19 current wage and hour class actions. The scope of my involvement includes but is not limited to:
20 corresponding with opposing counsel; attending court hearings; drafting and responding to
21 written discovery; preparing for and defending depositions; negotiating and drafting long-form
22 settlement agreements; attending mediations; and drafting motions for preliminary and final
23 approval.

24 8. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young
25 Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an
26 honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in
27 Southern California each year.

1 9. Defendant KPS Global, LLC (“Defendant”) manufactures and installs insulated
2 panel systems, aftermarket parts, and replacement equipment along with custom walk-in coolers,
3 walk-in freezers and industrial cold storage applications in San Dimas, California. Plaintiff was
4 employed by Defendant as a non-exempt “Assembler” and “Machine Operator” from
5 approximately May 2017 until approximately December 2021. Like all Settlement Class
6 members, Plaintiff was subject to Defendant’s wage and hour policies and practices.

7 10. On June 15, 2022, Plaintiff filed the initial Complaint in this action, alleging
8 Defendant failed to: (i) pay all overtime wages; (ii) pay all minimum wages; (iii) provide all meal
9 periods; (iv) authorize and permit all rest periods; (v) provide accurate, itemized wage statements;
10 (vi) timely pay all final wages upon separation of employment; and (vii) comply with California’s
11 Unfair Competition law. On August 22, 2022, Plaintiff filed the operative First Amended
12 Complaint (“FAC”), adding a cause of action for civil penalties under PAGA.

13 11. In connection with mediation, Defendant provided Plaintiff with timekeeping and
14 payroll records for putative class members who worked any of the representative 14-month
15 sampling of the Class Period (25% of the total months at the time). Defendant also provided the
16 employee handbook and other relevant policies, including bonus policies, in effect during the
17 Class Period. Plaintiff, with the help of his expert who holds a Ph.D. in economics, conducted an
18 analysis of this data and created a comprehensive damages model to calculate the likely exposure
19 that Defendant faced on each claim.

20 12. On March 2, 2023, the Parties participated in a mediation with Jeffrey Krivis, Esq.,
21 a highly respected wage and hour class action mediator. During mediation, the Parties exchanged
22 divergent views on Defendant’s liability and exposure valuations, their legal positions, and the
23 likelihood of certification of Plaintiff’s claims. With the help of Mr. Krivis, the Parties ultimately
24 reached a class-wide settlement at the conclusion of mediation. Over the following months, the
25 Parties negotiated and executed the Settlement. The Court preliminarily approved the Settlement
26 on August 15, 2024. A true and correct copy of the Court’s Order Granting Preliminary Approval
27 is attached hereto as **Exhibit 1**.

1 13. Plaintiff provided the LWDA with the Settlement Agreement along with all
2 moving papers associated with the Motion for Preliminary Approval. True and correct copies of
3 the LWDA Submission Confirmations are attached hereto as **Exhibit 2**.

4 14. Defendant will pay a non-reversionary Gross Settlement Amount (“GSA”) of
5 \$1,257,978.50. The Net Settlement Amount (“NSA”) is the amount remaining from the GSA after
6 deducting Court-approved amounts for attorneys’ fees (\$419,326.17) and verified costs
7 reimbursement (\$19,896.23), the Class Representative Enhancement Award (\$5,000.00),
8 settlement administration costs (\$10,000.00), and payment to the LWDA for its share of PAGA
9 penalties (\$37,500.00). My firm’s cost records identify to-date out of pocket expenses as
10 \$19,841.01. *See* Rowbotham Decl., Exhibit 3. This figure includes an additional \$55.22 in
11 anticipated future costs for the filing and service of the Motion for Final Approval and the
12 Settlement Administrator’s final accounting declaration. Based on these requested amounts, the
13 NSA is calculated to be \$753,756.10. A true and correct copy of my firm’s cost records, including
14 the invoices received from my firm’s retained expert, are attached hereto as **Exhibit 3**.

15 15. As detailed in Plaintiff’s Motion for Preliminary Approval, Defendant contends
16 that the Incentive Pay payments were completely discretionary and were based on various and
17 changing criteria. As a result, Defendant asserts that the regular rate claim is unmanageable, as it
18 requires individualized inquiries into each payment to determine the terms by which each bonus
19 could be earned, whether each employee met those terms, whether the communication of the
20 bonus to employees meets the criteria necessary for a non-discretionary payment, and whether
21 there was actually any underpayment of overtime on any given week due to the bonus. Each of
22 these steps would result in an unmanageable series of mini-trials.

23 16. As to Plaintiff’s meal period allegations, Defendant argues it maintains a legally-
24 compliant written meal period policy, that it has always provided meal periods consistent with
25 that policy, and that it is only required to “provide” the opportunity to take meal periods, not
26 “ensure” meal periods are taken. Defendant further maintains that any meal period violations
27 reflected in timekeeping records were the result of employee choice, not Defendant’s policies,
28 thereby precluding liability. Defendant further contends that employees validly waived second

1 meal periods on shifts over 10 hours. Defendant also argues individualized inquiries will be
2 required to determine why meal periods are late, short, or missed, whether there was a valid
3 waiver, and whether a premium was paid on each such shift, thereby precluding class certification
4 of the meal period claim.

5 17. As to Plaintiff's rest period claim, Defendant argues it maintains a facially
6 compliant written rest period policy, and that it has always authorized and permitted rest periods
7 in compliance with that policy. Defendant also denies that it has a policy requiring employees to
8 remain inside the facility during rest periods. As a result, Defendant argues the rest period claim
9 is not amenable to class treatment, as individual inquiries would be required to determine whether
10 the employee was authorized to take rest periods on each particular shift based on their schedule,
11 resulting in an unmanageable series of mini-trials. This manageability concern is especially
12 present for the rest period claim as rest periods are not recorded.

13 18. As to Plaintiff's derivative claims, Defendant argues that the alleged wage
14 statement violations were not "knowing and intentional," and that Plaintiff could not show he
15 "suffer[ed] injury," as required by Labor Code § 226(e) for imposition of penalties. Defendant
16 further contends that it possesses strong, good faith defense to Plaintiff's underlying claims, thus
17 precluding recovery of waiting time penalties (which are only available for the "willful" failure
18 to pay wages). Defendant also maintains that, given these good-faith defenses, this Court would
19 exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant
20 liable for any of Plaintiff's underlying claims.

21 19. My firm's fee request of \$419,326.17, representing one-third of the GSA, is the
22 same percentage sought in *Laffitte*, and is fair and reasonable based on the percentage of the
23 recovery method. This is consistent with my firm's experience in similar wage-and-hour class
24 action matters.

25 20. My firm has a lodestar of approximately \$205,617.50, which results in a
26 reasonable 2.04 multiplier compared to the \$419,326.17 fee request. A summary showing the
27 number of hours of work performed by each attorney and paralegal is set forth below. The billing
28 rates used are reasonable in view of the evidence submitted herewith, and have all been previously

approved by various courts throughout California. A true and correct copy of the current Laffey Matrix is attached hereto as **Exhibit 4**.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	\$925	49.3	\$45,602.50
Fletcher W. Schmidt (13th Year Attorney)	\$825	71.5	\$58,987.50
Andrew J. Rowbotham (11th Year Attorney)	\$725	96.2	\$69,745.00
Susan J. Perez (6th Year Attorney)	\$550	43.9	\$24,145.00
HLG Associate Attorneys (1st and 2nd Year Attorneys)	\$425	14.2	\$6,035.00
HLG Paralegals	\$175	6.3	\$1,102.50
Total Lodestar			\$205,617.50

21. Since undertaking representation of Plaintiff, my firm has devoted substantial time to this litigation without receiving any compensation to date. My firm's efforts include conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research and analysis, drafting, reviewing, and revising all pleadings, stipulations, and status reports filed in this action, drafting notice letters to the LWDA, engaging in strategy meetings, extensively reviewing and evaluating the produced timekeeping and payroll records with the assistance of a retained expert to build a comprehensive damages model, preparing for and attending mediation, negotiating and drafting the Memorandum of Understanding, long-form Settlement Agreement, and Notice Packet documents, preparing the Motions for Preliminary and Final Approval and supplemental briefing thereto, overseeing the notice process, fielding questions from Settlement Class members, and otherwise litigating the case.

22. Plaintiff also requests that the Court approve \$10,000.00 in administration costs to CPT as the Settlement Administrator. This figure is \$1,750.00 more than originally reported at preliminary approval as a result of the escalator clause triggering (raising the class size from an estimated 350 to 511) and the modification of the Settlement to require uncashed funds be distributed to the State Controller Unclaimed Property Fund per the Court's Preliminary Approval Checklist.

1 23. Plaintiff seeks a Class Representative Enhancement Award of \$5,000.00 and
2 believes that this request is reasonable given Plaintiff's considerable efforts in this case, the risks
3 Plaintiff undertook on behalf of the Settlement Class members, and the general release of all
4 claims against Defendant subject to a waiver of California Civil Code § 1542. Among other
5 things, Plaintiff's efforts included searching for relevant documents and providing them to my
6 firm for use in the lawsuit, providing factual information to my firm, holding various phone calls
7 with my firm to discuss the claims in the lawsuit and Defendant's policies and practices,
8 reviewing the Complaints, assisting my firm in preparing for mediation, making himself available
9 for the full-day mediation to assist my firm in resolving factual disputes raised during the day,
10 discussing the case and general case strategy with my firm on numerous occasions, reviewing the
11 settlement documents, otherwise assisting my firm in moving the case towards resolution, the
12 significant risks Plaintiff undertook by serving as the named plaintiff, and the fact that he agreed
13 to a general release of all claims subject to a waiver of Civil Code § 1542. Plaintiff has invested
14 considerable time and effort into seeing this litigation through resolution, and the Settlement
15 Class, who would not be receiving anything if it were not for Plaintiff's decision to pursue these
16 claims, will benefit from his participation. Plaintiff attached his name to this lawsuit for the benefit
17 of the Settlement Class members and to the risk of himself, and agreed to a broader, general
18 release of claims beyond what other Settlement Class members are releasing through this action,
19 including a waiver of Civil Code § 1542.

20 24. I confirm that I do not have any interest or involvement in, and am not affiliated
21 with, the proposed settlement administrator, CPT Group, Inc.

22 25. Pursuant to California Rules of Professional Conduct 1.5.1, Plaintiff has signed a
23 written acknowledgement regarding the fee split agreement between Haines Law Group, APC
24 and The Nitka Firm. Plaintiff has been advised (i) the fact that a division of fees will be made;
25 (ii) the identity of the lawyers or law firms that are parties to the division; (iii) the terms of the
26 division; and (iv) the total fee charged by all lawyers is not increased solely by reason of the
27 agreement to divide fees.
28

1 I declare under penalty of perjury under the laws of California and the United States that
2 the foregoing is true and correct. Executed on February 7, 2025, at El Segundo, California.

3 

4 _____
Andrew J. Rowbotham

EXHIBIT 1

FILED
Superior Court of California
County of Los Angeles

08/15/2024

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JUAN DAVID ARREOLA CARRILLO, as
an individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

KPS GLOBAL, LLC, a Delaware
corporation; and DOES 1 through 100,

Defendants.

CASE NO. 22STCV19527

*[Case assigned for all purposes to the Hon.
Kenneth R. Freeman, Dept. 14]*

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 15, 2024

Time: 10:00 a.m.

Dept.: 14

Action Filed: June 15, 2022

Trial Date: None Set

1 Plaintiff Juan David Arreola Carrillo (“Plaintiff”) Motion for Preliminary Approval of
2 Class Action Settlement came regularly for hearing before this Court on August 15, 2024 at 10:00
3 a.m. The Court, having considered the proposed revised Class Action and PAGA Settlement
4 Agreement (the “Settlement Agreement”), attached as Exhibit C to the Supplemental Declaration
5 of Andrew J. Robotham; having considered Plaintiff’s Supplemental Brief in Support of Motion
6 for Preliminary Approval of Class Action Settlement; having considered Plaintiff’s Motion for
7 Preliminary Approval of Class Action Settlement, Memorandum of Points and Authorities in
8 support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY
9 ORDERS THE FOLLOWING:

10 1. The Court GRANTS preliminary approval of the class action settlement as set
11 forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
12 that ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes
13 of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that
14 there is a sufficiently well-defined community of interest among the members of the Settlement
15 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
16 conditional certification of the following Settlement Class:

17 All current and former nonexempt employees of KPS Global, LLC
18 (“Defendant”) in California who worked at any time between June
19 15, 2018, and the date of preliminary approval.

20 2. For purposes of the Settlement, the Court designates named Plaintiff Juan David
21 Arreola Carrillo as Class Representative and designates Fletcher W. Schmidt, Paul K. Haines,
22 Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC as Class Counsel.

23 4. The Court designates CPT Group, Inc. as the third-party Settlement Administrator
24 for mailing notices.

25 5. The Court approves, as to form and content, the Notice of Proposed Class Action
26 Settlement (“Class Notice”) attached as Exhibit 1 to the Settlement Agreement.

27 6. The Court finds that the form of notice to the Settlement Class regarding the
28 pendency of the action and of the Settlement, and the methods of giving notice to members of the

Settlement Class constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all members of the Settlement Class. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

7. The Court further approves the procedures for Settlement Class members to opt out of or object to the Settlement, as set forth in the Class Notice.

8. The procedures and requirements for filing objections in connection with the Final Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement, in accordance with the due process rights of all Settlement Class members.

9. The Court directs the Settlement Administrator to mail the Class Notice to the members of the Settlement Class in accordance with the terms of the Settlement. The Court directs the Settlement Administrator to carry out all duties as required by the Settlement.

10. The Class Notice shall provide at least 60 calendar days' notice for members of the Settlement Class to opt out of, or object to the Settlement. Any Request for Exclusion or Objection shall be submitted directly to the Settlement Administrator and not filed with the Court. Upon receipt of any Requests for Exclusion or Objections, the Settlement Administrator shall forward copies of all Requests for Exclusion and Objections to counsel for all parties. The Settlement Administrator shall file a declaration concurrently with the filing of the Motion for Final Approval of Class Action Settlement which authenticates a copy of every Request for Exclusion and Objection received by the Settlement Administrator. The Settlement Administrator shall give notice to any objecting Settlement Class member of any continuance of the hearing on Plaintiff's Motion for Final Approval of Class Action Settlement.

11. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department 14 of this Court, located at 312 North Spring Street, Los Angeles, CA 90012 on 03/11/2025, at 11:00 a.m./~~p.m.~~

12. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for reasonable attorneys' fees, reimbursement of litigation expenses, service payment to Plaintiff, settlement administration costs, and payment to the Labor and Workforce Development Agency ("LWDA") for penalties under the Private Attorneys General Act ("PAGA") should be granted.

13. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service payment, settlement administration costs, and payment to the LWDA for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

14. An implementation schedule is below (assuming the Court signs this Order on August 15, 2024):

Event	Date
Defendant to provide Class Member information to the Settlement Administrator no later than [10 business days after preliminary approval]:	August 29, 2024
Settlement Administrator to mail Class Notice to Class Members no later than [10 business days from receipt of Class Member information]:	September 13, 2024
Deadline for Class Members to request exclusion from, submit dispute, or object to the Settlement [60 calendar days from mailing of Class Notice]:	November 12, 2024
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement:	At least 30 days prior to Final Fairness Hearing
Final Fairness Hearing [on or after December 20, 2024]:	<u>03/11/2025</u> , 2024 at <u>11:00</u> a.m. / p.m.

15. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

1 16. Counsel for the parties are hereby authorized to utilize all reasonable procedures
2 in connection with the administration of the Settlement which are not materially inconsistent with
3 either this Order or the terms of the Settlement.

4 **IT IS SO ORDERED.**

5 Dated: 08/15/2024, ~~2024~~



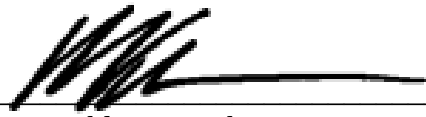
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7 Honorable Kenneth R. Freeman
8 Judge of the Superior Court
9 Kenneth R. Freeman/Judge
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EXHIBIT 2

From: [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Tuesday, January 02, 2024 6:21:35 PM

01/02/2024 06:20:24 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

From: [DIR PAGA Unit](#)
To: [Aaron Clark](#)
Subject: Thank you for your Court Complaint Submission.
Date: Monday, March 18, 2024 9:59:57 AM

03/18/2024 09:59:40 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Valerina Cifuentes

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Thursday, July 11, 2024 4:19 PM
To: Valerina Cifuentes
Subject: Thank you for your Other Response or Document Submission

07/11/2024 04:18:10 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

Juan David Arreola Carrillo vs. KPS Global, LLC

Additional Charges :

		<u>Qty/Price</u>	<u>Amount</u>
6/15/2022	KI One Legal Filing Fee for: Complaint, Summons, Civil Case Cover Sheet	1 1,494.53	1,494.53
	ALL Filing fee for LWDA LWDA-CM-889486-22	1 75.00	75.00
6/30/2022	ALL Postage for June, 2022.	1 6.33	6.33
	ALL Copying cost for June, 2022.	7 0.25	1.75
7/8/2022	IDLC One legal's fee for filing of jury fees	1 171.62	171.62
8/15/2022	KI First Legal Service Fee: Service of Summons and Complaint to KPS Global LLC (signed: Trudy Desbiens) Process - 3 days	1 186.33	186.33
8/17/2022	IDLC One legal's fee for filing of: Proof of service summons/personal service	1 17.19	17.19
8/22/2022	IDLC One legal's fee for filing of: first amended class and representative action complaint	1 17.19	17.19
8/25/2022	IDLC One legal's fee for filing of: Plaintiff's initial status report conference statement	1 17.19	17.19
8/31/2022	ALL Postage for August, 2022.	1 0.81	0.81
	ALL Copying cost for August, 2022.	6 0.25	1.50

			Qty/Price	Amount
9/9/2022	IDLC	One legal's fee for filing of: Notice of continuance of hearing	1 17.19	17.19
9/30/2022	ALL	Postage for September, 2022.	1 0.81	0.81
	ALL	Copying cost for September, 2022.	7 0.25	1.75
10/24/2022	IDLC	One legal's fee for filing of: Notice of reset of initial status conference Order #: [REDACTED]	1 17.19	17.19
10/31/2022	ALL	Postage for October, 2022.	1 1.62	1.62
11/4/2022	PKH	First Mediation - Invoice # [REDACTED] 03/02/2023	1 10,000.00	10,000.00
11/7/2022	ALL	Case Anywhere service fee for 8/25/22-10/31/22	1 111.90	111.90
11/30/2022	ALL	Copying cost for November, 2022.	1 0.25	0.25
2/6/2023	ALL	Case Anywhere service fee for 11/1/22-1/31/23 Invoice #: [REDACTED]	1 135.00	135.00
2/28/2023	PKH	BRG Expert fee - Invoice # [REDACTED]	1 6,215.00	6,215.00
3/31/2023	ALL	Copying cost for March, 2023.	4 0.25	1.00
4/7/2023	IDLC	First legal's service fee for: Joint notice of settlement proposed order. PDF courtesy delivery Base charge Order #: [REDACTED]	1 33.00	33.00
4/10/2023	IDLC	One legal's Filing fee for: stipulation and order. Order #: [REDACTED]	1 38.25	38.25
4/30/2023	ALL	Postage for April, 2023.	1 0.60	0.60
	ALL	Copying cost for April, 2023.	4 0.25	1.00

			<u>Qty/Price</u>	<u>Amount</u>
5/8/2023	ALL	Case Anywhere service fee for 2/1/23-4/30/23 Invoice #: [REDACTED]	1 135.00	135.00
8/4/2023	IDLC	Case Anywhere service fee for 5/1/23 - 7/31/23. Invoice #: [REDACTED]	1 135.00	135.00
11/1/2023	ALL	Case Anywhere service fee for 8/1/23-10/31/23 Invoice #: [REDACTED]	1 135.00	135.00
1/2/2024	IDLC	First legal's Filing fee for: Motion for preliminary approval of settlement, [Proposed] order granting plaintiff's motion for preliminary approval of class action settlement, Declaration of FWS, PKH, AJR, SJP, and Juan David Arreola in support of approval of class action settlement, Declaration of Julie Green on behalf of CPT Group, Inc. in support of preliminary approval, Proof of service (Not summons and complaint). Direct E-filing Order #: [REDACTED] Base charge + Additional charges + Adv/wit ck + Check charges	1 78.55	78.55
2/2/2024	IDLC	Case Anywhere service fee for 11/1/2023 - 1/31/2024 Invoice #: [REDACTED]	1 189.00	189.00
3/18/2024	ALL	LA County document purchase fee for: Amended complaint. Receipt #: [REDACTED]	1 10.60	10.60
5/2/2024	ALL	Case Anywhere service fee for 2/1/24-4/30/24 Invoice #: [REDACTED]	1 135.00	135.00
7/12/2024	IDLC	First legal's filing fee for: Brief, Order, Order, Declaration, Proof of Service (not Summons and Complaint) Order #: [REDACTED]	1 19.71	19.71
8/1/2024	ML	Case Anywhere fee for 5/1/24-7/31/24 Invoice #: [REDACTED]	1 135.00	135.00
8/15/2024	IDLC	First legal's filing fee for: Notice Of Rulings at Hearing for Motion for Preliminary Approval of Class and Representative Action Settlement; Proof of Service (not Summons and Complaint). Order #: [REDACTED] Direct E-filing Base charge + Additional charges	1 16.15	16.15
11/4/2024	ML	Case Anywhere service fee for 8/1/2024-10/31/2024 Invoice #: [REDACTED]	1 153.00	153.00

		<u>Qty/Price</u>	<u>Amount</u>
2/3/2025	ML Case Anywhere service fee for 11/1/24-1/31/25	1	135.00
	Invoice #: [REDACTED]	135.00	
	Total additional charges		<u>\$19,841.01</u>
	Balance due		<u><u>\$19,841.01</u></u>



Paul Haines, Esq.
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

March 17, 2023
Client-Matter: [REDACTED]
Invoice #: [REDACTED]
Tax ID #: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Carrillo vs. KPS Global LLC

Services Rendered Through February 28, 2023

Professional Services	\$ 6,215.00	USD
CURRENT CHARGES	\$ 6,215.00	USD

PAYMENT IS DUE BY April 16, 2023

Please direct questions regarding this invoice to: [REDACTED]

Please remit wire/ACH payment to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Please remit check payment to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

****Due to COVID-19, we are kindly requesting all payments to be made electronically.**

cc:
Nina Hernandez
Via Email: nhernandez@haineslawgroup.com



To: Paul Haines, Esq.
c/o: Haines Law Group
RE: Carrillo vs. KPS Global LLC

Page 2 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through February 28, 2023

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director Jon M. DuMond	650.00	3.40	2,210.00
Senior Managing Consultant Brooke Dinwiddie	450.00	8.90	4,005.00
Total Professional Services		<u>12.30</u>	<u>6,215.00</u>



To: Paul Haines, Esq.
c/o: Haines Law Group
RE: Carrillo vs. KPS Global LLC

Page 3 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through February 28, 2023

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
02/17/23	Jon M. DuMond	Load/QC data.	2.30
02/22/23	Brooke Dinwiddie	Prepared data.	2.50
02/23/23	Brooke Dinwiddie	Analyzed data.	6.40
02/23/23	Jon M. DuMond	Review analysis; prepare calculations.	1.10

Professional Services

12.30

EXHIBIT 4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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