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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF VENTURA**

PAOLA URIBE, MARIA SOTO, KAREN  
HART, WILSON CHUNG, and LISA  
BURTON, individuals, on behalf of  
themselves, all persons similarly situated,  
aggrieved employees, and the State of  
California,

Plaintiffs,

v.

MONROE OPERATIONS, LLC, dba  
NEWPORT HEALTHCARE and  
NEWPORT ACADEMY and NEWPORT  
INSTITUTE and CENTER FOR  
FAMILIES, and DOES ONE through  
TWENTY inclusive,

Defendants.

CASE NO: 56-2021-00561341-CU-OE-VTA

*Assigned to the Hon. Mark S. Borrell, Dept. 40*

**CLASS ACTION**

**DECLARATION OF DANIEL F. GAINES IN  
SUPPORT OF UNOPPOSED MOTION FOR  
FINAL APPROVAL OF CLASS AND  
REPRESENTATIVE ACTION  
SETTLEMENT**

**Date: January 21, 2025**

**Time: 8:20 a.m.**

**Dept.: 40**

*Complaint Filed: March 18, 2021*

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am  
3 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Karen Hart (“Hart” or “Plaintiff”)  
4 and proposed Class Counsel in this action. I have personal knowledge of the facts set forth herein  
5 and if called as a witness to testify to them, I could and would do so competently.

6 **Education and Experience:**

7 2. I obtained my BS degree from the University California at Berkeley in 2003. I  
8 majored in Business Administration at the Haas School of Business.

9 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was  
10 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy  
11 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my  
12 studies on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

13 4. Until his retirement, I practiced law with my partner/father, Kenneth, at Gaines &  
14 Gaines, APLC. My father practiced law in California for over 40 years, emphasizing litigation for  
15 the vast majority of his career. Our current practice specializes in litigation, with an emphasis in  
16 employment disputes like this one. Over 95% of our practice is devoted to complex employment  
17 litigation.

18 5. My firm has represented employees in complex employment matters such as this  
19 one, with an emphasis in wage and hour issues. I have participated in and have been certified as  
20 class counsel in dozens of class action matters since my admission to the Bar. A partial list of the  
21 cases in which I have been appointed as class counsel is attached hereto as **Exhibit A**.

22 **Class Counsel’s Assessment of the Fairness of the Settlement and the Risks of Continued**  
23 **Litigation:**

24 6. The settlement discussions before and during the mediation were conducted at arm’s  
25 length and the settlement is the result of an informed and detailed analysis of Defendants’ alleged  
26 potential liability in relation to the costs and risks associated with continued litigation.

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1           7.     Based on the data and documents produced pursuant to informal discovery, as well  
2 as our independent investigation and evaluation, and the mediator's efforts, my colleagues and I  
3 believe that the settlement with Defendants for the consideration and on the terms set forth in this  
4 Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class  
5 Members in light of all known facts and circumstances, including the risk of significant delay and  
6 uncertainty associated with litigation, various defenses asserted by Defendants, the sharply  
7 contested legal and factual issues involved, and numerous appellate issues.

8           8.     This Settlement Agreement is made and entered into by and between Plaintiffs,  
9 individually and on behalf of all others similarly situated and aggrieved, on the one hand, and  
10 Defendants, on the other hand, and is subject to the terms and conditions hereof, and to the Court's  
11 approval. The Parties expressly acknowledge that the Settlement Agreement is entered into solely  
12 for the purpose of compromising significantly disputed claims and that nothing herein is an  
13 admission of any liability or wrongdoing by Defendants. If, for any reason the Settlement  
14 Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their  
15 original respective positions.

16           9.     Defendants strongly contend that their policies and practices do not violate any laws.  
17 They contend that they properly paid all wages and provided for all meal and rest periods and fully  
18 compensated their employees for all time worked. They further contend that the wage statements  
19 they provide to their employees are fully compliant with California law.

20           10.    When the costs and risks of non-certification and loss on the merits are considered,  
21 my colleagues and I are of the opinion that the settlement reached is clearly a favorable one.

22           11.    The settlement for each Class Member is fair, reasonable and adequate, given the  
23 inherent risk of litigation, the risk relative to class certification and the costs of pursuing such  
24 litigation. The settlement shall finally resolve all claims of the Class Members as alleged in the  
25 Actions.

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1 **The Settlement is Fair, Reasonable and Adequate:**

2 12. The Settlement is the result of extensive, arms-length negotiations. The Settlement  
3 for each Class Member is fair, reasonable, and adequate given the inherent risks of litigation,  
4 including the critical class certification process and trial.

5 13. Fairness of the Settlement is demonstrated by the uncertainty and risks to the named  
6 Plaintiffs and the Settlement Class in not successfully certifying the class or prevailing on one or  
7 more causes of action or theories alleged in the complaint. The Settlement takes these risks into  
8 account.

9 14. The Settlement is a good compromise for the damages of absent Class Members. It  
10 also provides the named Plaintiffs and Class Representatives with reasonable service payments to  
11 compensate them for the risks they have taken and the time and effort they have expended in  
12 coming forward to provide valuable information in support of the claims alleged in the Action and  
13 their participation in the discovery and settlement process.

14 15. Prosecution of this case resulted in tangible benefits for the Settlement Class  
15 Members in the following respects: (1) By this Settlement, Settlement Class Members will receive  
16 their recoveries in a prompt manner as opposed to waiting additional time for the same, or possibly  
17 a worse, result; (2) Settlement Class Members will receive a substantial (and guaranteed) result;  
18 and (3) Settlement at this juncture will translate into significant savings in attorneys' fees and costs  
19 which inevitably would have increased had the case progressed through trial, appeals, etc.

20 16. In addition, the Settlement provides significant benefits for the State and the LWDA.  
21 The LWDA will receive \$316,780.40, a payment that, according to Labor Code § 2698, must be  
22 used for the enforcement of labor laws and education of employers and employees about their  
23 rights and responsibilities under the California Labor Code.

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

25 17. Based on my experience and that of my co-counsel in dozens of wage and hour class  
26 actions, heavily litigated and strongly disputed class action cases can endure for years. It is our  
27 experience that if this case was not resolved by settlement, litigation might extend for up to 3 more  
28 years.

1           18. The areas of law at issue in this case (e.g., California's wage and hour laws) are  
2 dynamic and change frequently. Extended litigation equates to substantial risk for class members,  
3 some of whose individual claims do not have substantial value from the onset. It is our opinion  
4 that the prompt and fair resolution of the claims alleged in Plaintiffs' complaint, as is achieved  
5 through the proposed settlement, is in the best interest of class members in light of the likeliness  
6 of extended litigation and potential changes in case law.

7           19. It is my experience, as well as that of my co-counsel, that costs in these types of  
8 cases increase exponentially as the case proceeds to trial. Through the conclusion of this litigation,  
9 and as detailed herein, my office will have advanced nearly \$5,000 in costs. If this litigation  
10 continued for 2 more years and experts were retained, our office's costs would likely exceed  
11 \$25,000.

12 **The Risk of Maintaining Class Action Status Through Trial:**

13           20. An adverse appellate court decision or change in law by the legislature may defeat  
14 certification of some or all of the claims alleged in Plaintiffs' complaints. In fact, I am familiar  
15 with many class action cases where certification and/or liability were immediately defeated as a  
16 result of an adverse appellate court ruling, or a change in law by the legislature. Settlement at this  
17 juncture has avoided this risk.

18 **Presence of a Governmental Participant:**

19           21. Plaintiffs complied with the administrative exhaustion requirements of PAGA, and  
20 the State of California's LWDA declined to investigate the Labor Code violations alleged against  
21 Defendants by Plaintiffs. This Court's review of the amount agreed to be paid to the LWDA will  
22 protect the interests of the governmental participant here.

23 **Class Representative's Service Payment:**

24           22. It is appropriate to recognize the contributions of the Class Representative in  
25 prosecuting this litigation. The service payment serves as recognition for the amount of time and  
26 effort Ms. Hart has spent assisting in the prosecution of this case and the personal hardships and  
27 pressures she faced as a result of filing this lawsuit against her former employer. Ms. Hart's  
28 declaration is submitted with the Motion for Final Approval. It is fair and reasonable that Ms.

1 Hart be awarded \$15,000 as a service payment. Based on my experience, the proposed service  
2 payment here is well within an accepted range.

3 23. Ms. Hart has also demonstrated that she will aggressively and competently assert  
4 the interests of the proposed Settlement Class; she has taken an active role in this litigation and  
5 has no apparent conflicts with other class members. Plaintiff participated actively in the litigation  
6 and in the settlement thereof. She has taken significant risks in bringing this lawsuit – she faces  
7 the very real risk that because of the stigma associated with this lawsuit, they may be unable to  
8 obtain employment in the future. The stigma and risk associated with filing a class action lawsuit  
9 against any employer is significant.

10 24. Ms. Hart has retained competent counsel by hiring Gaines & Gaines, APLC to  
11 represent the Class. My colleagues and I are experienced and established attorneys with over six  
12 decades worth of litigation experience.

13 **Attorneys' Fees:**

14 25. This Court can undoubtedly appreciate that litigating a large class action case in  
15 dynamic, ever-changing areas of law is not appealing to most lawyers, particularly when the  
16 plaintiff's lawyer undertakes the obligation to finance the litigation and effectively bears the risk  
17 in the event of an unsuccessful outcome, at trial or otherwise. This case was taken on a  
18 contingency basis with the real risk that plaintiff's counsel would receive no compensation  
19 whatsoever for our efforts. The potential costs which we can be required to advance in wage and  
20 hour class actions like this one are substantial.

21 26. My firm has spent approximately 65.2 hours to date litigating this case. My firm  
22 will incur out-of-pocket expenses in the amount of \$4,926.41. We expect to spend an additional  
23 20 hours finalizing the final approval motion, preparing for and attending the Final Approval  
24 Hearing, and administering the settlement through its conclusion, including anticipated  
25 communications with class members, the settlement administrator, the LWDA, and Defendants'  
26 counsel. My firm has aggressively litigated this case from the start.

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1           27. Even with my firm's combined extensive experience litigating employment cases,  
2 prosecuting these cases still carries a considerable amount of risk. There is the significant risk that  
3 Plaintiff would fail in maintaining class certification or would not succeed in proving Defendants'  
4 liability at trial.

5           28. I have spent, and expect to spend, a total of 15.4 hours on this matter. Our of  
6 counsel, Alex P. Katofsky, will spend a total of 35.6 hours on this matter. Our former associate  
7 Evan Gaines has spent 20.2 hours on this matter. Our paralegal Amelia Booth has spent 14 hours  
8 on this matter. Attached hereto as **Exhibit B** is a true and correct copy of the summary of all work  
9 performed by my firm and its members (and anticipated to be performed by members of our firm  
10 through the conclusion of this matter) in connection with this litigation.

11           29. Over the past year, California courts have approved the attorney hourly rates  
12 proffered here as reasonable. My reasonable hourly rate is \$700. This is the rate prevailing in the  
13 community for similar work performed by attorneys of comparable skill, experience, and  
14 reputation, and has been approved as reasonable by several California state courts over the past  
15 nine months. Based on my education and experience as detailed above, this rate is reasonable.

16           30. Alex P. Katofsky is a highly skilled and experienced litigator with over 23 years of  
17 experience. He earned his J.D. in 1999 from the University of the Pacific McGeorge School of  
18 Law. His hourly rate of \$750 is reasonable based on his education and experience and comports  
19 to the market rate; it has been approved as reasonable by other California courts.

20           31. Evan S. Gaines is a graduate of Michigan State University College of Law. He  
21 graduated from the University of California, Santa Barbara in 2005. Evan's reasonable hourly  
22 rate is \$550, which is based on his education and experience. This rate comports to the market  
23 rate and has been approved by other California courts as reasonable.

24           32. Ms. Amelia Booth is a paralegal who graduated from the University of Puget Sound  
25 in 2018, with a Bachelor of Arts in Political Science. She is a first-year law student at St. Francis  
26 School of Law. She has over five years of civil litigation experience as a paralegal, including  
27 extensive work on complex civil cases. Based on her training and experience, her proffered hourly  
28 rate of \$200 is reasonable.

1           33. In total, our lodestar is \$52,905.

2           34. One difficulty in determining hourly rates of attorneys of similar skill and  
3 experience in the relevant community is the scarcity of hourly fee-paying clients in class action  
4 litigation. As a practical matter, few if any individual employees or consumers pay attorneys' fees  
5 on an hourly basis for such extensive litigation, and thus retainer agreements in such cases are  
6 based on a contingency fee relationship. Therefore, there is no customary billing rate, but the  
7 nature of class action work should be strongly considered by the Court.

8           35. Class action work also requires specialized learning and the willingness to take large  
9 risks. My firm has extensive experience in class action litigation, particularly in the employment  
10 context, as detailed herein.

11           36. Furthermore, as described above, the Settlement Class and the State of California  
12 reaped significant benefits. The success achieved by the Settlement supports my firm's fee  
13 request.

14           37. Further, no Class Member objected to the proposed attorneys' fee request contained  
15 in the Settlement. The overwhelming rate of acceptance of the Settlement by Class Members  
16 supports my firm's fee request.

17           38. A small firm like ours can only properly litigate a limited number of cases at one  
18 time. The requirements of this case were significant. Had we not reached a settlement with  
19 Defendants, the demands of this case would have required a significant portion of our resources.  
20 We were precluded from taking other employment cases due to the demands of litigating this case.

21 **Class Counsel's Costs:**

22           39. My firm's total costs to date total \$4,953.71 and include court fees, mediation fees,  
23 research fees, postage, service of process, expenses associated with mediation, travel expenses,  
24 and photocopy charges. A true and correct copy of an itemized list of costs incurred by my firm  
25 and projected to be incurred by my firm in this action is attached hereto as **Exhibit C**. These costs  
26 were reasonably incurred in litigating this matter.

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1 I declare, under penalty of perjury, under the laws of the State of California, that the  
2 foregoing is true and correct. Executed on December 11, 2024 at Westlake Village, California.

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4 *Daniel Gaines*  
5 DANIEL F. GAINES  
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# **EXHIBIT A**

*Adams v. Newell Rubbermaid*, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

*Adams v. Sam's West, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1403987

*Agredano v. GS Brothers, Inc.*, Los Angeles County Superior Court, Case No. BC445561

*Allen v. Toms Sierra Company*, Nevada County Superior Court, Case No. CU18-082823

*Allen v. Valley Inventory Service, Inc.*, Solano County Superior Court, Case No. FCS034682

*Alvarez v. Pilot Travel Centers, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

*Alonzo v. Camblin Steel Service, Inc.*, Placer County Superior Court, Case No. SCV0034165

*Amenhotep v. Google, Inc.*, Santa Clara County Superior Court, Case No. 17CV311528

*Anaya v. Progressive Logistics Services, LLC*, Riverside County Superior Court, Case No. RIC1308270

*Andre v. Newell Rubbermaid, Inc.*, San Bernardino County Superior Court, Case No. CIVVS1200282

*Anduha v. ABC Phones of North Carolina, Inc.*, Stanislaus County Superior Court, Case No. 2022729

*Anslow v. Wellington Energy, Inc.*, USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

*Aranda, et al. v. Universal Lumpers of California, Inc.*, San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

*Armendariz v. Integrated Pain Management Medical Group, Inc.*, Kern County Superior Court, Case No. BCV-19-100267-SDS

*Barrow, et al. v. Desmond Foods, L.P.*, Sacramento County Superior Court, Case No. 34-2015-00187227

*Batmanghelich v. Sirius XM Radio Inc.*, USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

*Bosser v. Hooked on Solar*, Yolo County Superior Court, Case No. CVCV-2016-876

*Bourland v. Horizon Personnel Services, Inc.*, Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

*Bowen v. IMI Material Handling Logistics, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

*Branson v. Mladen Buntich Construction*, San Bernardino County Superior Court, Case No. CIVDS1609129

*Brandt v. Sacramento Auto Insurance Center, Inc.*, San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

*Brown v. 22nd District Agricultural Association*, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

*Brown v. Sierra Central Credit Union*, Sutter County Superior Court, Case No. CVCS18-0002161

*Burgess v. Blue Cross and Blue Shield of South Carolina*, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

*Burgess v. Strategic Retail Solutions, LLC*, Los Angeles County Superior Court, Case No. BC413791

*Calhoun v. Celadon Trucking Services, Inc.*, USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

*Caporicci v. Owens & Minor Distribution, Inc.*, San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

*Carl v. Advanced Call Center Technologies, LLC*, Sacramento County Superior Court, Case No. 34-2013-00148310

*Carrete v. Gamestop, Inc.*, Imperial County Superior Court, Case No. ECU08501

*Carrillo v. Bimbo Bakeries, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1606813

*Caudillo v. Aegis Treatment Centers, LLC*, Merced County Superior Court, Case No. 18CV-0744

*Cerami v. Metlife, Inc.*, USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

*Charles v. Aaron's Inc.*, Los Angeles County Superior Court, Case No. BC431468

*Charles v. Nursefinders, LLC*, Imperial County Superior Court, Case No. ECU07422

*Cheifer v. JetBlue Airways Corporation*, Los Angeles County Superior Court, Case No. BC451887

*Cheifer, et al. v. WHGM, Inc.*, Los Angeles County Superior Court, Case No. LC104900

*Chong, et al. v. Crescent Northwoods Inn, Inc.*, Del Norte County Superior Court, Case No. CVUJ-2018-1133

*Church v. GameStop, Inc., et. al.*, USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

*Clothier v. Spar Marketing Services, Inc.*, Alameda County Superior Court, Case No: RG12-639317

*Coleman v. Wireless Lifestyle, Inc.*, USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

*Colombo-Beyeler, et al. v. Viking River Cruises, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1611608

*Conlee v. Clark Pacific Corporation*, Yolo County Superior Court, Case No. CV14-1409

*Contreras v. Osmose Utilities Services, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1513998

*Contreras v. West American Service Corporation*, Kings County Superior Court, Case No. 14C0280

*Corona v. Yosemite Meat & Locker Service, Inc.*, Stanislaus County Superior Court, Case No. 2006828

*Cortellessa v. Dotnext, Inc.*, Alameda County Superior Court, Case No. RG09429971

*County v. Ingram Mirco, Inc.*, San Bernardino Superior Court, Case No. CIVRS 1304445

*Covarrubias, et al. v. Petersendean Builder Group, Inc.*, Kern County Superior Court, Case No. BCV-16-101122

*Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf*, San Bernardino County Superior Court, Case No. CIVDS1719283

*Cruz-Garcia v. Lemonade Restaurant Group, LLC*, Los Angeles County Superior Court, Case No. BC478205

*Cunningham v. Performance Contracting, Inc.*, Contra Costa County Superior Court, Case No. C16-02157

*Dabney v. Coneybeare, LLC, et al.*, Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

*Dabney, et al. v. Panera, LLC.*, San Bernardino County Superior Court, Case No. CIVDS1516030

*Diaz, et al. v. Seaworld Entertainment, Inc.*, Imperial County Superior Court, Case No. ECU10046

*Diggs v. Western Waterproofing Company, Inc.*, San Francisco County Superior Court, Case No. CGC-14-539281

*Dismuke v. Rhodes Retail Services, Inc.*, Sacramento County Superior Court, Case No. 34-2011-00105001

*Dorsette v. TA Operating, LLC*, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

*Duran v. The Image of California, Inc.*, Kern County Superior Court, Case No. S-1500-CV-284056 DRL

*Edwards v. Trans World Entertainment Corp.*, San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

*Esakhani v. Central Valley Gaming*, Stanislaus County Superior Court, Case No. 2020667

*Escobar v. SMSSI of California, Inc.*, San Francisco Superior Court, JCCP No. 4776

*Espinosa v. Taltech Construction, et al.*, Los Angeles County Superior Court, Case No. BC590176

*Espinosa v. Bodycote Thermal Processing, Inc.*, Los Angeles County Superior Court, Case No. BC501617

*Espinoza v. Pabco Building Products, LLC*, Los Angeles County Superior Court, Case No. VC065660

*Estrada v. Net Source Communications, Inc.*, Los Angeles County Superior Court, Case No. BC431169

*Estrada v. OS Restaurant Services, LLC*, Santa Clara County Superior Court, Case No. 16CV293249

*Estupinan v. Global Development Strategies, Inc.*, Santa Clara County Superior Court, Case No. 110CV178898

*Fadhl. v. Siemens Healthcare Diagnostics Inc.*, Sacramento County Superior Court, Case No. 34-2017-00209518

*Fernandez v. The Regents of the University of California*, Los Angeles County Superior Court, Case No. BC656256

*Ferrer v. Dish Network Corporation*, Los Angeles County Superior Court, Case No. BC441354

*Flores v. Cintas Corporation*, Los Angeles County Superior Court, Case No. BC400422

*Friel v. Midwest Construction Services, Inc.*, San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

*Gagnon v. Banc of California*, Contra Costa County Superior Court, Case No. C 15-00196

*Galarza v. Bayou Well Services, LLC*, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

*Galarza v. C & H Testing Service LLC*, Kern County Superior Court, Case No. BCV-15-100008 SPC

*Garcia v. Old Dominion Freight Line, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1404636

*Geer v. Applied Aerospace Structures Corp.*, San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

*Getz v. California Cinema Investments, Inc.*, Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

*Gibbs v. M. Lehmann Enterprises*, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

*Gilles v. Schaefer Ambulance Service Inc.*, Imperial County Superior Court, Case No. ECU07970

*Goldman, et al. v. Defender's, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

*Gomez v. Low Desert Empire Pizza, Inc.*, San Bernardino County Superior Court, Case No. CIVVS900392

*Gomez v. Pizza Hut of Southeast Kansas, Inc.*, San Bernardino County Superior Court, Case No. CIVVS900679

*Gonzalez v. Harris Farms, Inc.*, USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

*Guerrero v. Main Electric Supply Company LLC*, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

*Gutierrez v. Asset Management Specialists, Inc.*, Fresno County Superior Court, Case No. 12CECG03577

*Gutierrez v. Linkus Enterprises, Inc.*, Madera County Superior Court, Case No. MCV065774

*Gutierrez v. Shiekh, LLC*, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

*Hindman v. Service Quick, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1724229

*Hogan v. iMobile of CA LLC*, San Bernardino County Superior Court, Case No. CIVDS1409263

*Hogan v. Wireless Evolution Inc.*, Riverside County Superior Court, Case No. MCC1300669

*Hogan v. Wireless That's It! LLC*, Riverside County Superior Court, Case No. RIC1201997

*Holmes v. Bottling Group, LLC*, Stanislaus County Superior Court, Case No. 2022584

*Hooper, et al. v. URS Midwest, Inc., et al.*, San Bernardino Superior Court, Case No. CIVDS1607489

*Humphrey v. Freedomroads, LLC*, Shasta County Superior Court, Case No. 178228

*Hurtado v. Rush Truck Centers of California, Inc.*, Los Angeles County Superior Court, Case No. BC427672

*Hyde v. Dent Wizard International Corporation*, Sacramento County Superior Court, Case No. 34-2015-00173882

*Ibrihim v. Imperfect Foods, Inc.*, San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

*Id-deen v. Educational Services of America*, Solano County Superior Court, Case No. FCS040803

*Isherwood v. Mason Dixon Intermodal, Inc.*, San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

*Jahanbin v. Pacific Mercantile Bank*, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

*Jenkins v. Sedgwick Claims Management Services, Inc.*, Los Angeles Superior Court, Case No. LC101648

*Job v. California Security Services*, Yuba County Superior Court, Case No. 14-0000820

*Johnson v. The Goodyear Tire & Rubber Company*, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

*Jolin v. Bay Cities Recovery, Inc.*, El Dorado County Superior Court, Case No. PC20100458

*Jordan v. Sutter Memorial Hospital*, Stanislaus County Superior Court, Case No. 2023344

*Keebaugh v. Mike Thompson Recreational Vehicles*, San Bernardino County Superior Court, Case No. CIV-DS-1500718

*Kelly v. Robin's Enviro Vac, Inc.*, Kern County Superior Court, Case No. S-1500-CV-282277  
DRL

*King v. Levy Premium Foodservice Limited Partnership*, Alameda County Superior Court, Case No. HG15786353

*Kunsman v. Punch Bowl Sacramento, LLC, et al.*, Sacramento County Superior Court, Case No. 34-2018-00243175

*LaFear v. Encore Education Corporation*, San Bernardino County Superior Court, Case No. CIVDS1802251

*Lanzarin v. AWI Management Corporation*, Solano County Superior Court, Case No. FCS041809

*Lee, et al. v. Foster Dairy Farms*, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

*Lemus, et al. v. Eastridge Workforce Technology, Inc.*, San Bernardino County Superior Court, Case No. CIV-DS-1611470

*Lewis v. American Casino & Entertainment Properties LLC*, San Bernardino County Superior Court, Case No. CIVDS1719094

*Lemus v. On Assignment Staffing Services*, San Bernardino County Superior Court, Case No. CIV-DS-1600497

*Leon v. Piercey West Inc.*, Los Angeles County Superior Court, Case No. BC656874

*Lopez v. Creative Communication Technologies, Inc.*, Imperial County Superior Court, Case No. ECU07851

*Lopez v. Go Green Auto Spa Franchise, Inc., et al.*, Los Angeles County Superior Court, Case No. BC 562212

*Lopez v. Truck Accessories Group, LLC*, Yolo County Superior Court, Case No. CV13798

*Ludlow v. Prince Telecom, LLC*, Stanislaus County Superior Court, Case No. 684239

*Luna v. Express Locations, LLC*, Imperial County Superior Court, Case No. ECU09779

*Macias v. American Tire Distributors, Inc.*, Kern County Superior Court, Case No. BCV-18-101586

*Maldonado v. Hardwood Flooring Liquidators, Inc.*, Los Angeles County Superior Court, Case No. BC642170

*Mansfield v. Cambridge Real Estate Services, Inc.*, Butte County Superior Court, Case No. 160175

*Martinez v. DPI Specialty Foods West*, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

*Martinez v. Styles For Less, Inc.*, San Bernardino County Superior Court, Case No. CIVVS1203057

*Mayne v. John Muir Behavioral Health*, Contra Costa County Superior Court, Case No. C17-00998

*Maze v. Bulldog Freightway, Inc.*, Imperial County Superior Court, Case No. ECU08716

*McCormick v. G & O Body Shop, Inc.*, El Dorado Superior Court, Case No. PC20130291

*McCrary v. Campbell Soup Supply Company*, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

*McDaniel v. Vancary, Inc.*, Tulare County Superior Court, Case No. 268036

*Melgar-Farela v. Guardian Compliance, Inc.*, Los Angeles County Superior Court, Case No. BC481865

*Mendiola v. Tyco Electronics Corporation*, Riverside County Superior Court, Case No. RIC1400721

*Mettler v. Les Schwab Tire Centers of California, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

*Miller v. California Subshine, Inc.*, Los Angeles County Superior Court, Case No. BC637754

*Miller v. Southwest Airlines Co.*, USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

*Mitchell v. Crossmark, Inc.*, USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

*Moghrabi v. Vitaligent, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

*Molina v. Berkshire Hathaway Energy Company, et al.*, Imperial County Superior Court, Case No. ECU000522

*Moore v. Horizon Solar Power, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1410001

*Murray v. Select Media Services, LLC*, Los Angeles County Superior Court, Case No. BC424506

*Myles v. Central Transport LLC*, San Bernardino County Superior Court, Case No. CIVDS1401434

*Navarro v. Mariana Packing Co., Inc.*, Solano County Superior Court, Case No. FCS045935

*Nehrlich, et al. v. RPM Mortgage, Inc.*, Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

*Overton v. Hat World, Inc.*, USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

*Perez v. Alcatel-Lucent USA Inc.*, Imperial County Superior Court, Case No. ECU07977

*Perez v. Major Gloves and Safety, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1710445

*Perry v. Cardinal Health 200, LLC*, Solano County Superior Court, Case No. FCS035303

*Phraxayavong-Briones v. RSM, Inc.*, Sacramento County Superior Court, Case No. 34-2012-00117524

*Pugh v. Wi Spa, LLC*, Imperial County Superior Court, Case No. ECU07932

*Quist v. Knight Transportation, Inc.*, San Bernardino Superior Court, Case No. CIVDS 1615414

*Quitco v. Aviation Fuel Systems Repair, Inc.*, San Bernardino Superior Court, Case No. CIVRS1302311

*Rambeau v. C.C.M. Corporation, et al.*, Sacramento County Court, Case No. 34-2018-00244842

*Rees v. Advantel, Incorporated*, Santa Clara County Superior Court, Case No. 16-CV-292219

*Renfrow v. Janra Enterprises, Inc.*, Sacramento County Superior Court, Case No. 3402010-00080471

*Reynolds v. Diamond Pet Food Processors of Ripon*, San Joaquin County Superior Court, Case No. 39-2014-00310818

*Richard v. A-Para Transit Corp.*, Alameda County Superior Court, Case No. HG17870373

*Richardson v. TEC Equipment, Inc., et al.*, Los Angeles County Superior Court, Case No. VC065536

*Robles v. North County Health Project Incorporated*, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

*Rodas v. Monetary Management of California, Inc.*, USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

*Rodriguez v. 20/20 Plumbing & Heating, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1705362

*Rodriguez v. Commerce Distribution Company*, Los Angeles County Superior Court, Case No. BC656259

*Rodriguez v. Valley Oak*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

*Roden v. Service Champions*, San Bernardino County Superior Court, Case No. CIVDS1613183

*Russell v. Bradshaw International*, Imperial County Superior Court, Case No. ECU00853

*Rutledge, et al. v. Healthport Technologies, LLC*, Alameda County Superior Court, Case No. RG16835813

*Sabala v. Econtactlive, Inc.*, Stanislaus County Superior Court, Case No. 684981

*Sabatier v. Picture Perfect Installation, Inc.*, Riverside County Superior Court, Case No. RIC10004953

*Salameh v. Sonomaience OPCO, LLC*, Sonoma County Superior Court, Case No. SVC264228

*Salazar v. Tag-3 Medical Investment Group, LLC*, Los Angeles County Superior Court, Case No. BC527698

*Salbeck v. Ingredion Incorporated*, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

*Sampson v. Healthnet of California Inc.*, Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

*Sanchez v. Don Roberto Jewelers, Inc.*, Imperial County Superior Court, Case No. ECU06819

*Sanders v. Lionakis*, Sacramento County Superior Court, Case No. 34-2017-00223601

*Santana v. United Staffing Associates, LLC*, Tulare County Superior Court, Case No. 249338

*Schrader v. Adidas Promotional Retail Operations, Inc.*, Los Angeles County Superior Court, Case No. BC414168

*Sebrell v. Pomeroy IT Solutions*, San Bernardino County Superior Court, Case No. CIVDS1721560

*Seymour v. Quest Service Group, LLC*, Sacramento County Superior Court, Case No. 34-2017-00206917

*Silva v. Trical*, San Benito County Superior Court, Case No. CU-16-00218

*Simler v. Polly's Inc.*, Riverside County Superior Court, Case No. RIC 1117862

*Sipin, Scott v. Salesforce.com, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

*Skuro v. BMW of North America, LLC*, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

*Smith v. Steelcase, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1725850

*Sohal v. Foster Poultry Farms*, Stanislaus County Superior Court, Case No. 2026605

*Solomon v. City of Los Angeles*, Los Angeles County Superior Court, Case No. BC570345

*Solano v. Vozzcom, Inc.*, Imperial County Superior Court, Case No. ECU09519

*Smith, et al. v. Sente Development, Inc.*, Sacramento County Superior Court, Case No. 34-2016-00196614

*Solorzano v. FDS Manufacturing Corporation*, Los Angeles County Superior Court, Case No. BC542532

*Solowitz v. BakeMark USA LLC*, Los Angeles County Superior Court, Case No. BC467838

*Spampinato v. Wind & Sea Restaurants, Inc.*, San Bernardino County Superior Court, Case No. CIVVS1205154

*Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc.*, San Bernardino County Superior Court, Case No. C IVDS1712220

*Stephens v. C.S., Inc.*, Riverside County Superior Court, Case No. PSC1301224

*Stevenson v. Harvest Management Sub LLC*, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

*Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources*, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

*Thompson v. Sidhu Truck Line, Inc.*, Kern County Superior Court, Case No. BCV-15-101308-DRL

*Tigas v. Ajilon Communications*, Los Angeles County Superior Court, Case No. BC409737

*Torres v. Coastal Employment Inc.*, Los Angeles County Superior Court, Case No. BC529207

*Tran v. CSP Fiber Services*, San Bernardino County Superior Court, Case No. CIVDS172758

*Tripp v. California Guest Services, Inc.*, Plumas County Superior Court, Case No. CV16-00036

*Valdez v. Diamond Landscaping, Inc.*, Los Angeles County Superior Court, Case No. BC497097

*Valencia v. American Team Managers, Inc.*, Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

*Van Son v. Rush Truck Centers of California, Inc.*, Los Angeles County Superior Court, Case No. BC494747

*Vasquez v. Schurman Fine Papers*, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

*Velasquez v. Modesto Ventures, LLC*, Sacramento County Superior Court, Case No. 32-2012-00126159

*Victoria v. Bali Limousines Inc.*, San Mateo County Superior Court, Case No. CIV507774

*Victorian v. Vision X, Inc.*, Los Angeles County Superior Court, Case No. BC400333

*Wade v. Frito Lay*, Kern County Superior Court, Case No. BCV-17-102014

*Walls v. E. & J. Gallo*, Stanislaus County Superior Court, Case No. 2015874

*Warner v. Waterdrops Express Car Wash, LLC*, Tulare County Superior Court, Case No. 265708

*Waybright v. EAH, Inc.*, Stanislaus County Superior Court, Case No. 2011677

*Weiss v. C.A.R. Enterprises, Inc.*, Riverside County Superior Court, Case No. RIC1113165

*White v. Sally Beauty Supply, LLC*, Imperial County Superior Court, Case No. ECU08177

*Williams v. Dennis Dillon RV, LLC*, San Bernardino County Superior Court, Case No. CIVDS 16006879

*Williams v. Closet World, Inc.*, Los Angeles County Superior Court, Case No. BC400178

*Williams v. Progress Rail Services Corporation*, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

*Wing v. Three Group, Inc.*, Los Angeles County Superior Court, Case No. BC643883

*Wilson v. ALSCO, Inc.*, Imperial County Superior Court, Case No. ECU07406

*Wilson v. Michael C. Stead, Inc.*, Contra Costa Superior Court, Case No. C1400135

*Winningham v. Storer Transportation Service*, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

*Woody v. WBN Home Design*, San Bernardino County Superior Court, Case No. CIVDS1613367

*Woods, et al. v. F&B Innovations, LLC*, San Bernardino County Superior Court, Case No. CIVDS1717765

*Woodyard v. Bellus ALC Acquisition, LLC*, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

*Wright v. Social Vocational Services, Inc.*, Kern County Superior Court, Case No. BCV-15-101264

*Ybarra v. New Legend, Inc.*, Sutter County Superior Court, Case No. CVCS-16-2097

*Zaragoza v. Center Automotive, Inc.*, Los Angeles Superior Court, Case No. BC505194

# **EXHIBIT B**

GAINES & GAINES  
A Professional Law Corporation  
4550 East Thousand Oaks Boulevard, 100  
Westlake Village, CA 91362

Invoice submitted to:  
Karen Hart

September 6, 2024

Invoice #4957

Professional Services

|                                                                                                                                      | <u>Hours</u> | <u>Amount</u> |
|--------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------|
| 10/1/2021 Pre-lawsuit interviewing, investigation and research regarding Defendant and claims; Research regarding defenses to action | 10.00        | 7,500.00      |
| 11/24/2021 Call with client; prepare EE file letter                                                                                  | 0.80         | 500.00        |
| 12/3/2021 Draft LWDA letter and review claims                                                                                        | 2.20         | 1,375.00      |
| 12/6/2021 Review and revise LWDA letter                                                                                              | 0.50         | 350.00        |
| 12/7/2021 Revise LWDA and send                                                                                                       | 0.70         | 437.50        |
| 12/17/2021 Revise LWDA letter (changing the entity and add Defense counsel for Defendant)                                            | 0.40         | 80.00         |
| Draft supplemental LWDA letter                                                                                                       | 1.10         | 687.50        |
| 12/21/2021 Draft letter to client; revise per D. Gaines edit; send to client                                                         | 0.50         | 100.00        |
| Draft LWDA letter                                                                                                                    | 0.60         | 375.00        |
| 1/19/2022 Status update to client                                                                                                    | 0.30         | 187.50        |
| 2/1/2022 Draft complaint                                                                                                             | 4.30         | 2,687.50      |
| 2/3/2022 Review and revise complaint                                                                                                 | 0.50         | 312.50        |
| 2/15/2022 Review and revise complaint, summons, cover sheet                                                                          | 0.40         | 300.00        |
| 2/25/2022 Review and revise complaint, summons, cover sheet                                                                          | 0.50         | 375.00        |

|                                                                                                                                        | <u>Hours</u> | <u>Amount</u> |
|----------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------|
| 2/28/2022 Emails regarding summons and complaint; review acknowledgment of receipt, submit to defense                                  | 2.40         | 1,800.00      |
| 5/10/2022 Analyze prior settlement and calculate demand based on monthly amount of same as applied to new class period                 | 0.50         | 375.00        |
| 6/1/2022 Prepare case management statement                                                                                             | 0.40         | 300.00        |
| 8/17/2022 Draft discovery requests                                                                                                     | 3.50         | 2,187.50      |
| 9/22/2022 Prepare case management statement                                                                                            | 0.40         | 300.00        |
| 11/1/2022 Status update to client                                                                                                      | 0.40         | 250.00        |
| 11/29/2022 Call with client re status and arbitration                                                                                  | 0.40         | 250.00        |
| 11/30/2022 Review Motion to Compel Arb; prepare opp                                                                                    | 2.00         | 400.00        |
| 12/1/2022 Revise Opposition; draft DFG Declaration and Declaration of service; draft Request for Judicial Notice                       | 1.30         | 260.00        |
| Review and revise opposition to Motion to Compel                                                                                       | 4.20         | 2,940.00      |
| 12/2/2022 Revise Opposition                                                                                                            | 0.30         | 60.00         |
| 12/5/2022 Finalize Opposition and documents with exhibits, assemble, file and serve                                                    | 0.80         | 160.00        |
| 12/20/2022 Attend hearing on Motion to Compel Arbitration                                                                              | 1.30         | 812.50        |
| 12/21/2022 Review Arbitration agreement; prepare demand                                                                                | 1.30         | 260.00        |
| 1/5/2023 Review AAA initiation rules; fill out demand for Arbitration form; submit to AAA; revise demand; serve                        | 1.40         | 280.00        |
| Review and revise demand                                                                                                               | 0.70         | 490.00        |
| 1/12/2023 Conference call with counsel of related case regarding intro, arbitration, and going forward                                 | 0.50         | 312.50        |
| 2/8/2023 Status update to client                                                                                                       | 0.30         | 187.50        |
| 2/22/2023 Research regarding: arbitrators list and send notes to attorneys                                                             | 1.10         | 220.00        |
| 2/23/2023 Prepare and submit strike and rank list and conflict check list                                                              | 0.60         | 120.00        |
| 2/27/2023 Research new list of arbitrators and send notes; submit new strike & rank list                                               | 1.50         | 300.00        |
| 4/17/2023 Call with client regarding mediation                                                                                         | 0.40         | 250.00        |
| 4/25/2023 Call with defense counsel regarding proposed scheduling; draft proposed schedule; emails with defense counsel regarding same | 1.30         | 260.00        |

|                                                                                                                                                                                                                                                                                    | <u>Hours</u> | <u>Amount</u>             |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------------------|
| 5/1/2023 Draft word version of management conference guide                                                                                                                                                                                                                         | 1.00         | 200.00                    |
| 7/6/2023 Review depo notice for client and review case file and status                                                                                                                                                                                                             | 0.80         | 500.00                    |
| 7/7/2023 Email with Defense re depo notice re unavailable                                                                                                                                                                                                                          | 0.30         | 187.50                    |
| 7/27/2023 Call with client regarding claims                                                                                                                                                                                                                                        | 0.50         | 100.00                    |
| 7/31/2023 Pre-mediation call with client                                                                                                                                                                                                                                           | 0.30         | 187.50                    |
| 8/1/2023 Attend mediation                                                                                                                                                                                                                                                          | 10.00        | 7,500.00                  |
| 8/16/2023 Attend compliance hearing                                                                                                                                                                                                                                                | 1.00         | 750.00                    |
| 8/30/2023 Call with client regarding status                                                                                                                                                                                                                                        | 0.30         | 187.50                    |
| 9/1/2023 Call with client re extension of mediator's proposal                                                                                                                                                                                                                      | 0.30         | 187.50                    |
| 9/8/2023 Call with client re mediator's proposal acceptance                                                                                                                                                                                                                        | 0.30         | 187.50                    |
| 9/15/2023 Emails with defense re stay arb proceedings and emails with AAA re same                                                                                                                                                                                                  | 0.40         | 250.00                    |
| 9/26/2023 Call with client re settlement                                                                                                                                                                                                                                           | 0.20         | 125.00                    |
| 10/1/2024 Future time for settlement administration, to prepare and file Motion for Final Approval; to attend hearing on Motion for Final Approval, Class Member communications, Client communications, LWDA communications, administration of settlement, close file. [ESTIMATED] | 10.00        | 7,000.00                  |
| Future time for settlement administration, to prepare and file Motion for Final Approval; to attend hearing on Motion for Final Approval, Class Member communications, Client communications, LWDA communications, administration of settlement, close file. [ESTIMATED]           | 10.00        | 7,500.00                  |
| For professional services rendered                                                                                                                                                                                                                                                 | <u>85.20</u> | <u>\$52,905.00</u>        |
| Balance due                                                                                                                                                                                                                                                                        |              | <u><u>\$52,905.00</u></u> |

## User Summary

| <u>Name</u>   | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|---------------|--------------|-------------|---------------|
| Alex Katofsky | 35.60        | 750.00      | \$26,700.00   |
| Amelia Booth  | 14.00        | 200.00      | \$2,800.00    |
| Daniel Gaines | 15.40        | 700.00      | \$10,780.00   |
| Evan Gaines   | 20.20        | 625.00      | \$12,625.00   |

# **EXHIBIT C**

## Hart v. Monroe

### Gaines & Gaines, APLC Counsel's Costs

| EXPENSE CATEGORY             | EXPENSE            |
|------------------------------|--------------------|
| Filing Fees                  | \$ 818.20          |
| Postage                      | \$ 23.26           |
| Mediation                    | \$ 3,750.00        |
| Arbitration commencement fee | \$ 362.25          |
| <b>TOTAL EXPENSES</b>        | <b>\$ 4,953.71</b> |