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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JUAN GARCIA, on behalf of himself
and all others similarly situated and the
general public,

Plaintiff,

v.

WAL-MART STORES, INC., a
Delaware corporation; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 5:16-cv-01645 TJH (RAOx)
Hon. Terry J. Hatter
Courtroom: 9B, 9th Floor

CLASS ACTION

**DECLARATION OF JANELLE
CARNEY IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Under Submission
Courtroom 9B, 9th Fl.

Action Filed: May 17, 2016
Removal Date: July 28, 2016
Trial Date: May 30, 2023

**DECLARATION OF JANELLE CARNEY IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

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20 and all others similarly situated and the general public
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1 I, Janelle Carney, declare:

2 1. I am an attorney duly licensed to practice law before all courts in the
3 State of California. I am the managing partner at Janelle Carney – Attorney at
4 Law, APC, and counsel of record herein and I have personal knowledge of the
5 facts herein. If called as a witness, I could and would competently testify herein.

6 **DECLARANT’S ROLE IN LITIGATION**

7 2. Herein, Plaintiff’s counsel has extensive experience in wage and hour
8 class action litigation. Plaintiff Juan Garcia seeks to conditionally certify the
9 matter for settlement purposes and obtain preliminary approval of a non-
10 reversionary settlement in the gross amount of \$2,250,000.00 on behalf of
11 approximately 1,715 current and former hourly non-exempt employees who work
12 or worked for Defendant at its Apple Valley Distribution Center facility from May
13 17, 2012, through September 28, 2018 (“Relevant Time Period”).

14 3. Janelle Carney – Attorney at Law, APC specializes in the area of
15 wage and hour issues. For the last twenty (20) years, I have almost worked
16 exclusively on class actions. I graduated from Whittier College School of Law and
17 obtained my Jurisprudence Doctorate in May 1998. I took the California Bar
18 Examination in February 1999 and received my passing results in May 1999. In
19 June 8, 1999, I was admitted to practice law in the State of California and the
20 federal courts. I have remained in good standing as a member of the California Bar
21 since admission through the present time. I have litigated numerous successful
22 wage and hour class action lawsuits in California. Beginning after my admission to
23 the bar, I solely worked at the Law Office of Joseph Antonelli (“LOJA”) until
24 January 1, 2021, when I started my own firm, Janelle Carney – Attorney at Law,
25 APC (“JCAL”). On July 1, 2007, I became a partner at LOJA. Both LOJA and
26 JCAL have focused on wage and hour class actions during the entirety of my
27 employment with LOJA and JCAL.

28 4. LOJA has also been successful in obtaining favorable published

1 opinions for employees in the state of California on six (6) major issues in each of
2 the following cases:

- 3 a. Huntington Memorial Hospital v. Superior Court (“Mutuc”) (2005)
4 131 Cal.App. 4th 893, 906;
- 5 b. Tien v. Sup. Ct. (Tenet Healthcare) (2006) 139 Cal. App. 4th 528;
- 6 c. Jaimez v. Daiohs USA, Inc., (2010) 181 Cal.App.4th 1286;
- 7 d. Hoover v. American Income Life Insurance (2012) 206 Cal. App. 4th
8 1193;
- 9 e. Cochran v. Schwan’s, (2014) 228 Cal.App.4th 1137;
- 10 f. Falk v. Children's Hospital Los Angeles, (2015) 237 Cal. App. 4th
11 1454;
- 12 g. Lafitte v. Robert Half International, Inc., et al. (2016), 1 Cal.5th 480;
- 13 h. Vasserman v. Henry Mayo Newhall (2017) 8 Cal. App 5th 236.

14 These cases were landmark decisions in the manner in which the regular rate
15 must be calculated and what is considered a “subterfuge” to avoid the correct
16 payment of regular rate and overtime rate (Huntington Hospital); the criteria
17 required to certify pay stub claim, waiting time penalty claim, and meal and rest
18 break claim among other matters (Jaimez); protecting the interests of putative class
19 members in a wage and hour case who want their identity protected (Tien); the
20 standard to prove that an employer has waived its right to arbitrate an employment
21 claim against an employee who filed a class action (Hoover); the standard of when
22 an employer is required to reimburse employees for cell phone usage and other
23 business expenses in order to perform the employees’ duties, even if there was no
24 direct costs to the employees (Cochran); the application of the tolling doctrine as
25 applied to subsequent class actions being filed when the previous class action was
26 disposed of without a ruling on certification (Falk); the Laffitte decision laid out
27 the requirements for approval of a class action settlement including an in depth
28 analysis on the attorneys’ fees request on a common fund. In Laffitte, the

1 California Supreme Court affirmed the trial court and appellate court ruling and
2 holds that the attorney fee award made on a common fund basis (percentage of the
3 settlement) is the law in California; and that employees whose employment is
4 governed by a collective bargaining agreement have not waived their right to bring
5 statutory claims in court unless there is a clear and unmistakable waiver of their
6 rights (Vasserman).

7 **CLASS ACTION EXPERIENCE**

8 I, along with my former partner, Joseph Antonelli, have previously
9 served as class counsel in not less than three hundred (300) class action cases,
10 primarily wage and hour matters. The following is a sample of matters wherein I
11 and my former partner Joseph Antonelli have been approved as class counsel:

12 **UNITED STATES DISTRICT COURT CASES**

13 **MOSQUEDA V. UNIFIRST**

14 (1) On or about December 17, 2015, Hon. Andre Birotte entered an Order
15 Granting Final Approval of Class Action Settlement, Attorneys' Fees and Costs,
16 and Class Representative Enhancement in Mosqueda v. Unifirst Corp., United
17 States District Court Case No. CV 14-05324-AB (VBx). Law Office of Joseph
18 Antonelli and Law Offices of Kevin T. Barnes were approved as class counsel for
19 settlement purposes. The settlement approved was in the amount of
20 \$2,600,000.00. The court awarded the attorneys' fees in the amount of
21 \$780,000.00 or 30% of the common fund. Furthermore, the Court did award
22 \$25,000.00 for the class representative;

23 **KINDRED HEALTHCARE**

24 (2) On or about March 5, 2013, the Honorable Dean D. Pregerson entered
25 an Order Granting in Part and Denying in Part Plaintiffs' Joint Motion for Class
26 Certification of approximately 9,000 class members who worked at approximately
27 16 Kindred facilities in California, in the matter of Escano v. Kindred Healthcare
28 Operating, Inc., United States District Court Case No. CV 09-04778 DDP (RZx).

1 Thereafter on or about September 29, 2014, the Court entered an order granting
2 preliminary approval of a \$16.5M settlement, including an award of 33 1/3% in
3 attorney fees and awarding the class representative enhancements in the amounts
4 requested ranging from \$20,000.00 to \$25,000.00 for each of the five (5)
5 representatives;

6 **PROCARE ONE NURSES, LLC**

7 (3) On or about November 21, 2011, Hon. Christina A. Snyder entered an
8 Order Granting Final Approval of a Proposed Class Action Settlement and
9 Judgment Thereon in Nesbitt v. Procare One Nurses, LLC, United States District
10 Court Case No. 10-CV-09224-CAS JEM. The settlement was approved in the
11 amount of \$1,800,000.00. Furthermore, the Court awarded \$20,000.00 for the
12 class representative; and

13 **WERNER ENTERPRISES, INC.**

14 (4) On or about March 4, 2013, Hon. Margaret M. Morrow entered an
15 Order and Judgment Granting Final Approval of Class Action Settlement,
16 Attorney's Fees and Costs and Class Representative Enhancement in Simona
17 Montalvo v. Werner Enterprises, Inc., United States District Court Case No.
18 EDCV11-294MMM (OPx). Law Office of Joseph Antonelli and Law Offices of
19 Kevin T. Barnes were approved as class counsel for settlement purposes. The
20 settlement was approved in the amount of \$575,000.00. Furthermore, the Court
21 awarded \$7,500.00 for the class representative;

22 **LOS ANGELES COUNTY CASES**

23 **HUNTINGTON MEMORIAL HOSPITAL**

24 (5) On or about January 21, 2004, the Los Angeles Superior Court Judge
25 Thomas Willhite entered an order granting class certification in Mutuc v.
26 Huntington Memorial Hospital, Los Angeles Superior Court Case No. BC288727.
27 The case involved an alleged illegal pay plan and a pay stub class. Law Office of
28 Joseph Antonelli and Law Offices of Kevin T. Barnes served as trial counsel in

1 this matter, with trial testimony and argument concluding on April 6, 2007. The
2 matter was re-opened for closing argument on July 23, 2007. As set forth above
3 the same issue that is present in the case at bar was at issue in the Mutuc matter.
4 The Mutuc matter was tried in approximately 12 days, including partial days and
5 opening and closing statements. Furthermore, there were a total 28 of witnesses
6 who testified. The case resulted in an approximate \$32.8 million award for the
7 class and ultimately settled with the related case of Kiely v. Huntington Memorial
8 Hospital for \$60 million. The Court approved attorneys' fees in the amount of
9 \$18,000,000.00. Furthermore, the Court awarded \$50,000.00 for each of the
10 Mutuc class representatives and \$20,000.00 for the Kiely representative;

11 (5a) On or about January 5, 2009, the Honorable William A. MacLaughlin
12 entered an Order Granting Final Approval of Settlement, Class Representative
13 Enhancements, Attorneys' Fees, and Costs in the matter of Kiely v. Huntington
14 Memorial Hospital, Los Angeles Superior Court Case No. BC364972, which was
15 settled together with related matter Mutuc v. Huntington Memorial Hospital, Los
16 Angeles Superior Court Case No. BC288727. Law Office of Joseph Antonelli and
17 Law Offices of Kevin T. Barnes were approved as class counsel;

18 **PAGADUAN V. TENET HEALTHCARE**

19 (6) Law Office of Joseph Antonelli and others were approved as class
20 counsel in the matter of Pagaduan v. Tenet Healthcare, JCCP No. 4377. After
21 obtaining class certification, the Los Angeles Superior Court by the Honorable
22 Carl West, Judge Presiding, later on or about May 7, 2009, granted final approval
23 of a class action settlement. The court approved the settlement in the amount of
24 \$85,000,000.00. Furthermore, the Court awarded \$75,000 for each of the named
25 class representatives. Additionally, the Court awarded the requested \$7,500.00 to
26 three (3) other representatives;

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28 **METHODIST HOSPITAL OF SOUTHERN CALIFORNIA**

(7) On or about November 12, 2008, Hon. Victoria Chaney entered an Order Granting Final Approval of a Proposed Class Action Settlement in Davis v. Methodist Hospital of Southern California, Los Angeles Superior Court Case No. BC380177, approving a class action settlement of \$20.25 million. Law Office of Joseph Antonelli and Law Offices of Kevin T. Barnes were approved as class counsel for settlement purposes. Furthermore, the Court awarded \$20,000.00 for two (2) of the class representatives and \$5,000 for one class representatives;

CHILDREN'S HOSPITAL LOS ANGELES

(8) Law Office of Joseph Antonelli was declared Lead Class Counsel in the matter of Mays v. Children's Hospital Los Angeles, Los Angeles Superior Court Case No. BC477830. On or about May 17, 2016, the Honorable Ann I. Jones granted preliminary approval of class action settlement in the amount of \$27,000,000.00, attorneys' fees in the amount of \$9,000,000.00, and class representative enhancements to the five (5) Class Representatives in an amount totaling \$67,500.00. At the final approval on September 19, 2016 the Court entered Final Approval of the Class action settlement and awarded the attorneys' fees request of 33 1/3% in the amount of \$9,000,000 in addition to awarding the class representative enhancements in the amounts requested ranging from \$10,000 to \$25,000 for each of the five (5) representatives;

GOOD SAMARITAN HOSPITAL

(9) Law Office of Joseph Antonelli was approved as class counsel in the matter of Hoffman v. Good Samaritan Hospital, Los Angeles Superior Court Case No. BC564721. The William F. Highberger entered an Order and Judgment Re: Plaintiff's Motion for Attorneys' Fees and Costs and Class Representative Enhancements and Motion for Conditional Certification and Final Approval of Class Action Settlement on or about February 8, 2016, approving a settlement in the amount of \$6,175,000.00, attorneys' fees in the amount of \$1,500,000.00 and Class Representative Enhancements to the two (2) Class Representatives in the

1 amount of \$25,000.00 each;

2 **WHITE MEMORIAL MEDICAL CENTER**

3 (10) Law Office of Joseph Antonelli and Law Offices of Kevin T.
4 Barnes were Class Counsel in the matter of Chamber v. White Memorial Medical
5 Center, et al. and Flynn v. Glendale Adventist Medical Center, et al., Los Angeles
6 Superior Court Case No. BC426335, in which the Honorable William F.
7 Highberger was presiding and approved a final settlement in the amount of
8 \$8,750,000, attorneys' fee request of \$2,916,966 and class representative
9 enhancement awards of \$40,000 to both class representatives;

10 **KAISER PERMANENTE HOSPITAL**

11 (11) Law Office of Joseph Antonelli and Law Offices of Kevin T.
12 Barnes were Class Counsel in the matter of Martin v. Kaiser Foundation Hospitals,
13 et al., Case No. BC395992 in which the Honorable Jane L. Johnson was presiding
14 and approved a final settlement in the amount of \$21,750,000, attorneys' fee
15 request of \$5,437,500 and class representative enhancement awards of \$90,000 to
16 both class representatives;

17 **IRON MOUNTAIN**

18 (12) Law Office of Joseph Antonelli was Class Counsel in the matter of
19 Casanova v. Iron Mountain Information Management Services, Inc., Los Angeles
20 Superior Court Case No. BC543256, in which the Honorable Kenneth Freeman
21 was presiding and approved a final settlement on January 13, 2016, in the amount
22 of \$2,800,000.00, attorneys' fee request of \$840,000.00, and class representative
23 enhancement award of \$6,500.00 to each of the three Class Representatives;

24 **ROBERT HALF**

25 (13) On or about September 18, 2006, the Los Angeles Superior Court
26 Judge Edward R. Ferns entered an order granting class certification in Lafitte v.
27 Robert Half International, Inc., Los Angeles Superior Court Case No.: BC321317.
28 Law Office of Joseph Antonelli and Law Offices of Kevin T. Barnes were

1 approved as class counsel. This case involved a mis-classification concerning
2 exempt employees. The Honorable Mary H. Strobel entered an order of Final
3 Approval on April 10, 2013 approving the settlement of \$19,000,000.00. The
4 attorneys' fee award was in the amount of 33 1/3 % of the settlement.
5 Furthermore, the Court did award the cumulative amount of \$80,000.00 for the
6 three (3) class representatives in the individuals amounts of \$15,000.00,
7 \$25,000.00 and \$40,000.00;

8 **FIRST CHOICE**

9 (14) Law Office of Joseph Antonelli and Law Offices of Kevin T. Barnes
10 were approved as class counsel in the certified matter of Jaimez v. DAIOHS,
11 U.S.A., Inc, (First Choice), Los Angeles Superior Court Case No. BC372665. This
12 case involved misclassification of employees, meal period and rest period
13 violations, pay stub, and waiting time penalty classes. On January 4, 2011, Judge
14 Ralph W. Dau entered an order certifying the classes. On October 20, 2011, final
15 approval was granted in the total amount of \$1.7 million. Furthermore, the Court
16 awarded the cumulative amount of \$60,000.00 for the three (3) class
17 representatives in the individual amounts of \$10,000.00, \$20,000.00 and
18 \$30,000.00;

18 **LOWES**

19 (15) On or about April 16, 2008, the Los Angeles County Superior Court
20 granted final approval of a class action settlement in the matter of Hall v. Lowes
21 HIW, Case No. BC325832. The court approved the settlement in the amount of
22 \$23,000,000.00. The two (2) lead class representatives received \$25,000 each, as
23 individual awards;

24 **ORANGE COUNTY CASES**

25 **DAVIS/KRAJEC V. ST. JUDE HOSPITAL & MISSION HOSPITAL**

26 (16) On or about September 10, 2018, the Honorable William Cluster
27 entered an Order and Final Judgment Granting Attorney's Fees and Costs and Class

Representative Enhancement and Motion for Final Approval of Class Action Settlement in the matter of Davis and Krajec v. St. Jude Hospital and Mission Hospital Regional Medical Center, Orange County Superior Court Case No. 30-2012-00602596-CU-OE-CXC. Judge Claster awarded attorneys' fees of \$2,141,000, from the gross settlement value of \$7,500,000 and the Court awarded enhancement amounts of \$12,000, for Ms. Davis, and \$10,000 for Ms. Krajec, and \$10,000 for each of the other (2) class representatives;

MILLER V. CHOC

(17) On or about April 25, 2016, the Honorable Gail A. Andler entered a Revised Order and Judgment Granting Final Approval of Class Action Settlement in the matter of Miller v. Children's Hospital of Orange County, Orange County Superior Court Case No. 30-2014 00723026- CU- OE- CXC. Judge Andler awarded attorneys' fees of \$1,500,000 or 30% of the gross settlement value of \$4,500,000.00 and an enhancement award of \$10,000 (the amount requested by Class Counsel) for Class Representative, Erik Mara;

BOWERS COMPANY

(18) On or about September 30, 2016, the Honorable William Claster entered an Order and Final Judgment Granting Plaintiffs' Motion for Attorneys' Fees and Costs and Class Representative Enhancements and Final Approval of Class Action Settlement. Judge Claster awarded attorneys' fees of \$566,610 or 33.33% of the gross settlement value of \$1,700,000. This case is entitled Bowers Companies Wage & Hour Cases, JCCP Case No. 4620. The Court also approved class representative enhancements for each representative in the amount of \$20,000;

PATE v. CHILDREN'S HOSPITAL OF ORANGE COUNTY

(19) Law Office of Joseph Antonelli and other counsel were approved by the Orange County Superior Court by Judge David Velasquez, as Class Counsel in the matter of Pate, et. al. v. Children's Hospital of Orange County (CHOC), Case

1 No. 05CC00303 and a related case of York v. CHOC, Case No. 30-2011-
2 00465444CU-OE-CX. On March 8, 2010, the Court granted class certification in
3 Pate, and on March 23, 2012 final approval was granted in both matters, totaling in
4 the amount of \$17.5 million. Furthermore, the Court did award amounts ranging
5 from \$25,000, \$15,00 and \$10,000 for each of the four (4) class representatives;

6 **ST. JOSEPH HOSPITAL OF ORANGE (SJHO)**

7 (20) On or about June 24, 2009, the Honorable Nancy Wieben Stock
8 entered an Order Partially Granting and Partially Denying Plaintiffs' Motion for
9 Class Certification in the matter of Oberschlake v. St. Joseph Hospital of Orange,
10 Orange County Superior Court Case No. 05CC00301. On or about May 20, 2011,
11 the Honorable Nancy Wieben Stock further entered Orders Granting Preliminary
12 and Final Approval of Class Action Settlement. Judge Stock awarded attorneys'
13 fees of \$4,000,000 or 33.33% of the gross settlement value of \$12,000,000.
14 Furthermore, the Court awarded \$20,000.00 for each of the class representatives;

15 **HOAG**

16 (21) On or about June 14, 2012, Honorable Gail Andler entered an Order
17 Granting Final Approval of Class Action Settlement in Corona v. Hoag Memorial
18 Hospital Presbyterian, Orange County Superior Court Case No 30-2009-00295587.
19 Law Office of Joseph Antonelli and Law Offices of Kevin T. Barnes were
20 approved as class counsel for settlement purposes. Judge Andler awarded the
21 settlement value of \$4 million. Furthermore, the Court awarded
22 \$20,000.00 for each of the class representatives;

23 **STAPLES**

24 (22) On or about November 10, 2005, the Honorable Ronald L. Bauer
25 granted class certification in Staples Overtime Cases, JCCP No. 4235. Law Office
26 of Joseph Antonelli and Law Offices of Kevin T. Barnes, as well as others, were
27 approved as class counsel. The case involved misclassification of defendant's
28 salaried exempt "manager" employees. The Court also entered Final Approval

1 Order on or about April 16, 2008, approving a class action settlement in the
2 amount of \$38,000,000.00. Furthermore, the Court awarded \$5,000.00 for five (5)
3 of the class representatives;

4 **OTHER COUNTIES**

5 **KAISER FOUNDATION HOSPITALS**

6 (23) On or about October 21, 2019, Hon. David S. Cohn granted Final
7 Approval of Class Action Settlement in Tilton v. Kaiser Foundation Hospitals, San
8 Bernardino Superior Court Case No. CIVDS1517937, approving a class action
9 settlement of \$6,666,666. The Law Office of Joseph Antonelli, the Law Offices of
10 Kevin T. Barnes, Law Offices of Sahag Majarian II, and United Employees Law
11 Group, PC were approved as Class Counsel for all purposes. Furthermore, the
12 Court awarded \$30,000 to Plaintiff Tayfur Ingalls and \$20,000 to Plaintiff Ria
13 Tilton.

14 **ST. MARY MEDICAL CENTER**

15 (24) On or about March 21, 2019, Hon. Bryan F. Foster granted Final
16 Approval of Class Action Settlement in Sanchez v. St. Mary Medical Center, San
17 Bernardino Superior Court Case No. CIVDS1304898, approving a class action
18 settlement of \$5,750,000.00. The Law Office of Joseph Antonelli, the Law Offices
19 of Kevin T. Barnes, and Mahoney Law Group were approved as Class Counsel for
20 all purposes. The Sanchez matter was certified on several key subclasses, including
21 overtime theories on behalf of class members that were part of a union and not paid
22 daily overtime premiums and AWS theories. The Sanchez theories certified and
23 set for trial were similar to claims being litigated in the Tilton action. Furthermore,
24 the Court awarded \$15,000.00 for the class representative, a former employee at
25 the time she filed the class action complaint. Furthermore, Judge Foster awarded
26 attorneys' fees in the amount of 1/3 of the common fund in the amount of
27 \$1,916,666.60.

28 /////

PARKVIEW COMMUNITY HOSPITAL

(25) On or about September 13, 2016, Hon. Sharon J. Waters entered an Order and Judgment regarding Attorneys' Fees and Costs and Class Representative Enhancement, and Motion for Final Approval in the matter entitled Bart v. Parkview Community Hospital Medical Center, Riverside Superior Court Case No. RIC 1406044, approving a class action settlement of \$2,550,000.00. Law Office of Joseph Antonelli was approved as class counsel for settlement purposes. Furthermore, the Court awarded \$20,000.00 for the class representative.

VIBRA HEALTHCARE WAGE AND HOUR CASES

(26) On or about September 7, 2018, Honorable Richard E.L. Strauss, entered an Order and Judgment Granting Final Approval of Settlement in the matter entitled Vibra Healthcare Wage and Hour Cases, San Diego Superior Court Judicial Council Coordinated Proceeding No. 4874, approval of class action settlement of \$5,500,000.00. Furthermore, the Court awarded \$25,000.00 enhancement for the class representative Ms. Cebrian, and \$5,000 for Llanos and Sandoval class representatives.

CLASSIC RESIDENCE MANAGEMENT, LP dba VI

(27) On or about May 31, 2016, Honorable Richard E.L. Strauss entered an Order and Judgment Re: Plaintiff's Motion for Attorneys' Fees and Costs and Class Representative Enhancement; and Motion for Conditional Certification and Final Approval of Class Action Settlement, in Victoriano v. Classic Residence Management, LP dba Vi, San Diego Superior Court Lead Case No. 37-2014-00028031-CU-OE-CTL. Law Office of Joseph Antonelli was approved as class counsel for settlement purposes. Judge Strauss approved the settlement in the amount of \$3,000,000.00, awarded attorneys' fees in the amount of \$900,000.00 , and awarded an enhancement to the Class Representative in the amount of \$25,000.00.

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(28) On or about April 6, 2009, the San Diego Superior Court entered an Order Granting Plaintiff's Motion for Class Certification in the matter of Grassi v. Party City Corporation, San Diego Superior Court Case No. GIC874341. Law Office of Joseph Antonelli and Law Offices of Kevin T. Barnes were appointed class counsel in this matter. The San Diego Superior Court entered a Final Approval order on October 15, 2010, approving a class wide settlement in the amount of \$1,495,000.00. Furthermore, the Court awarded \$25,000.00 for the class representative;

(29) On or about December 19, 2007, the San Diego Superior Court entered an Order Granting Final Approval of Class Action Settlement in the matters of Clarkson v. K-Mart Holding Corporation, Case No. GIC840442 and Wallace v. K-Mart Corporation, United States Bankruptcy Court, Northern District of Illinois - Eastern Division, Case No. 02-02474, in the amount of \$7,900,000.00. The court awarded the class representatives an enhancement of \$25,000.00;

(30) On or about May 2, 2007 the Santa Clara Superior Court by the Honorable Jack Komar entered an Order granting final approval in the matter of Jiffy Lube Overtime Cases, Santa Clara Case No. 103CV817723. Law Office of Joseph Antonelli and Law Offices of Kevin T. Barnes were appointed class counsel on this matter. The case involved misclassification of Defendant's salaried exempt employees titled "General Managers," meal violations, rest violations, and pay stub violations. The court approved the settlement in the amount of \$6,000,000.00. Each of the four class representatives was awarded an individual award of \$20,000;

5. My office, together with the Law Office of Joseph Antonelli, Law

1 Offices of Kevin T. Barnes, Law Offices of Raphael A. Katri, and Salusky Law
2 Group, APC have always been prepared to zealously pursue this case on behalf of
3 the Class Members through trial on the merits if necessary. All Class Counsel in
4 this settlement maintained the best interests of the class members in litigating the
5 case and ultimately settling the matter. This is a beneficial Settlement for the class.
6 All counsel have agreed to a fee split each for Janelle Carney - Attorney at Law,
7 APC (JCAL), Law Office of Joseph of Joseph Antonelli (LOJA), the Law Offices
8 of Kevin T. Barnes (LOKB), Law Offices of Raphael A. Katri (LORK), and
9 Salusky Law Group, APC (SLG). The clients and class representatives have
10 approved of the fee split in a written agreement as required by California Rules of
11 Professional Conduct 2-200(A). The terms of the fee split are set forth below at ¶
12 8.

13 6. Plaintiff's attorneys and the Class Representative have judiciously
14 litigated this matter for over seven (7) years, and the settlement was reached after
15 extensive factual and legal research, formal discovery including propounding and
16 responding to written interrogatories, and the production of documents and
17 numerous filings including class certification, motions for partial summary, motion
18 to dismiss, motion for judgment on the pleadings, and motions in limine. Further,
19 the parties were prepared to try the case on May 30, 2023. On August 17, 2021,
20 the Parties participated in a Mandatory Settlement Conference before Magistrate
21 Judge Rozella A. Oliver. The settlement conference did not result in a settlement,
22 so the Parties continued to litigate the Lawsuit.

23 7. On February 14, 2019, the parties attended a mediation with Hon. Carl
24 West, an experienced mediator and retired judge. The matter did not settle. Then,
25 on the eve of trial that was set to start on May 30, 2023, the parties attended a
26 second private mediation with Hon. Carl West. The settlement discussions were
27 conducted at arm's length, as this case has been hotly litigated since its inception.
28 The settlement is the result of an informed and detailed analysis of the risks facing

all Parties in trying this case, including but not limited to, careful consideration of the legal and factual obstacles to Plaintiff's prospects of prevailing on the merits at the trial, and Defendant's defenses, as well as Defendant's potential exposure and the additional costs of litigating the Action. The settlement represents a fair and reasonable recovery. The parties were able to reach a gross settlement of Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000.00). While the details of the settlement for the Class Members are set forth in the proposed Settlement Agreement, which is attached hereto as **Exhibit 1**, each participating settlement Class Member is fair, reasonable, and adequate, given the inherent risk of litigation, the risk of relative to class certification, and the costs of litigation.

This motion is made following the conference of counsel pursuant to L.R. 7-3 which took place as part of the parties' settlement negotiations, and once the agreement was signed and Plaintiff shared his motion with Defendant's counsel.

ATTORNEY FEES & COSTS

8. My firm's costs are approximately \$8,624.97. Attached hereto as **Exhibit 2** are true and correct costs to date incurred by my office. I will provide a final cost bill in conjunction with my Final Approval Declaration to verify said costs. LOJA's costs to date are \$176,327.25, LOKB's costs to date are \$38,595.88, and SLG's costs to date are \$96.56. (See **Decl. Antonelli ¶6; Decl. Barnes ¶16; Decl. Salusky ¶ 11**) filed concurrently herewith. Total costs to date are: \$223,644.66. It is anticipated that there will be additional costs through Final Approval that will be submitted with the Final Approval papers.

The Plaintiff and his lawyers have agreed to a fee split of the attorney fee award of as follows:

<u>Attorney</u>	<u>Percentage of Fee Award</u>
LOJA	18.75%
LOKB	22.5%
LORK	25%
JCAL	18.75%

SLG 15%

At the current time, my firm has billed not less than 1,065.50 hours at a lodestar value of approximately \$801,105.00. A true and correct copy of the time entries from my firm as well as Law Office of Joseph Antonelli are attached hereto as **Exhibit 3**. My firm and LOJA share billing software on cases our firms are co-counsel. Further, my time at LOJA working on this case is also included in the attached billing.

Thus, assuming the court approves the fee request of \$750,000.00 will be split as follows:

<u>Attorney</u>	<u>Fee Award</u>
LOJA	\$140,625.00
LOKB	\$168,750.00
LORK	\$187,500.00
JCAL	\$140,625.00
SLG	\$112,500.00

9. A true and correct copy of Rust Consulting, Inc.'s qualifications to act as the settlement administrator is attached hereto as **Exhibit 4**. A true and correct copy of Rust's estimate to administer the settlement is attached hereto as **Exhibit 5**.

10. Pursuant to Kullar v. Footlocker Retail Inc., 168 Cal. App 4th 116, 118 and Dunk v. Ford Motor Co., (1996) 48 Cal.App.4th 1794, the following describes the settlement's reasonableness. This case has had a concentrated litigation history as the parties had swiftly moved through discovery and moved this case quickly to the current stage. Plaintiff recognizes the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the uncertain outcomes resulting from further litigation, and the difficulties and delays inherent in such litigation. Plaintiff is also

aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, Defendant's defenses thereto, and the difficulties in establishing damages for the Plaintiff and Class Members. The case was hotly contested and litigated for over seven (7) years and settled on the eve of trial.

Plaintiff took into account the settlement negotiations to date and the mediation occurring on May 10, 2023, before the Hon. Carl West, Judge Retired, an expert mediator of class actions, representative actions, and collective actions, especially those in the wage and hour arena such as the Action. Based on the foregoing, Plaintiff has determined that the settlement is a fair, adequate and reasonable settlement and is in the best interests of the Class Members.

The reasonable exposure value and settlement value are as follows:

CLAIM	REASONABLE EXPOSURE	SETTLEMENT VALUE	%
Overtime	\$7,410,201	\$2,000,000.00	27%
Waiting Time Penalties	\$2,144,672	\$150,000.00	7%
PAGA	\$3,838,000	\$100,000.00	3%
TOTALS	\$ 13,392,873.00	\$2,250,000.00	17%

The exposure and settlement values are based on the following:

A. Strength of the Plaintiff's Case: The parties have exchanged both formal and informal written discovery and several hundred pages of documents. Declarant has further investigated the applicable law as applied to the facts discovered regarding the alleged claims, damages, and potential defenses thereto, and need an expert to review and analyze the payroll and timekeeping records.

In pertinent part, the investigation has yielded the following: Plaintiff generally alleges that Plaintiff, the putative class, and aggrieved employees have suffered damages;

Accordingly, the full exposure at trial excluding the discretionary PAGA and waiting time penalties based on the reasonable valuation and discounting for risk

1 factors for the class members would have been approximately \$7,41,201.00.
2 Thus, the settlement of \$2,250,000.00 represents approximately 27% of reasonable
3 value of the case which is and fair and reasonable result for the class members and
4 aggrieved employees given the procedural posture of the case. Plaintiff calculated
5 the reasonable PAGA penalties to be valued at \$\$3,838,000 based on this being an
6 initial violation against Defendant. Plaintiff believes the few cases that reported a
7 PAGA trial that the discretionary penalties are discounted by approximately 75%-
8 85%. The parties have agreed to allocate \$100,000.00 or approximately 3% of the
9 PAGA penalties to this claim.

10 B. The risk, expense, complexity and likely duration of further litigation:
11 Continued litigation would have been costly with uncertain recovery. While
12 Plaintiff strongly believes in his case, individual issues could have been a factor in
13 determining damages and possible decertification, which would have resulted in
14 the class receiving nothing.

15 C. The risk of maintaining class action status through trial: Plaintiff was
16 confident in his ability to maintain class certification status as to the paystub class.
17 Therefore, uncertainty as to individual issues could have prevented the matter
18 going forward as a class action through to trial.

19 D. With respect to the amount of the settlement, the number of "cents on
20 the dollar" or percentage of total damages the settlement represents, a fair and
21 reasonable settlement amount. Accordingly, the settlement presented to the Court
22 is approximately 17% of the reasonable evaluation of the entire case exposure.
23 Plaintiff discounted the claims for reasonable factors, as set forth above. Overall,
24 under the Dunk and Kullar factors, the amount of the settlement given the risks of
25 potentially being subject to decertification and ultimately liability given the current
26 uncertainty in the law demonstrates that the settlement is fair and reasonable.

27 /////

28 /////

1 **1. Overtime**

2 Plaintiff alleges that Defendant failed to pay daily overtime to its hourly
3 employees without a valid exemption. Plaintiff and the hourly employees work a
4 schedule of 4/10 hour days without daily overtime over 8 in a day. The Plaintiff
5 and the Defendant have filed motions for partial summary judgment (MSJ) that
6 were decided on or about August 9, 2019. The Court found that Plaintiff's
7 overtime claim is granted subject to Defendant's affirmative defense that it has a
8 valid alternative workweek schedule (AWS). The parties have differing beliefs
9 about what is left to be tried in light of the Court's rulings on the parties Motions in
10 Limine (MILs). In reality, the full exposure on the overtime claim is
11 approximately **\$7,410,201.00**. Accordingly, the Plaintiff placed reasonable value
12 of the regular rate claim for settlement purposes at a **\$2,000,000.00** valuation based
13 on the risk and likelihood of pursuing through trial. This valuation takes into
14 consideration Plaintiff's counsels' analysis of the law, evidence produced by the
15 Defendant. This valuation is 27% of the reasonable value of the overtime claim.

16 **2. Waiting Time Penalty**

17 The waiting time penalty claim is purely derivative. Accordingly, the
18 reasonable exposure of this claim is approximately **\$2,144,672.00**. The reasonable
19 exposure is based on the assumption that Plaintiff could prevail on approximately
20 7% of the full value of the claim. The Plaintiff discounted the full value of the
21 claim as it is not reasonable to believe that the Court would award 100% of waiting
22 time penalties to each class member that is no longer with the company, on a pure
23 derivative basis. The reasonable exposure is based on risk and the fact that waiting
24 time penalties are not awarded if a good faith dispute exists as the class would not
25 have been able to prove "willful" withholding of wages. Furthermore, as stated
26 above, this was a purely derivative claim. Plaintiff considered that under Labor
27 Code §203 there is only a penalty if "an employer willfully fails to pay" all wages
28 due to an employee upon separation. Willfulness does not exist if there is a "good

1 faith dispute," in fact or law that wages were due, even if the employer's reasoning
2 ultimately proves incorrect. Amoral v. Cintas Corp. (2008) 163 10 Cal.App.4th 1
3 157, 1204; Title 8 Cal. Code Regs. § 13520 ("A 'good faith dispute' that any wages
4 are due occurs when an employer presents a defense, based in law or fact which, if
5 successful, would preclude any recover on the part of the employee. The fact that a
6 defense is ultimately unsuccessful will not preclude a finding that a good faith
7 dispute did exist.")

8 Once Plaintiff determined the maximum reasonable value of the claim,
9 Plaintiff reviewed the data provided and determined that Plaintiff and the class had
10 about a **17%** chance to recover on the reasonable settlement exposure.
11 Accordingly, Plaintiff arrives at the reasonable settlement value of **\$2,250,000.00**
12 for the waiting time penalty claim, which is 17% of the reasonable settlement
13 value.

14 11. The Settlement Agreement was uploaded to the LWDA on August 3,
15 2023. Conformed copies of the Motion for Preliminary Approval of the settlement
16 will be uploaded to the LWDA after filing.

17 12. I fully support the settlement in this matter and believe it is in the best
18 interests of the class.

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

21 Executed this 3rd day of August, 2023, at Chino Hills, California.

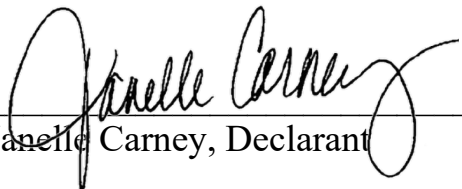
22
23 
24 Janelle Carney, Declarant

Exhibit 1

SETTLEMENT AGREEMENT

1. PREAMBLE

1.1 IT IS HEREBY STIPULATED AND AGREED by and between Defendant Walmart Inc. f/k/a Wal-Mart Stores, Inc. (“Defendant” or “Walmart”), on the one hand, and Plaintiff Juan Garcia (“Plaintiff” or “Garcia”), on behalf of himself and the “Settlement Class” (as defined herein), subject to the approval of the Court, that the settlement of the lawsuit entitled *Juan Garcia v. Wal-Mart Stores, Inc.*, Case No. 5:16-cv-01645 TJH (RAOx) (the “Lawsuit”) shall be effectuated and subject to the following terms and conditions:

2. DEFINITIONS

2.1 “Agreement” or “Settlement Agreement” means this Settlement Agreement between the Parties.

2.2 “Amended Complaint” means the operative Fourth Amended Complaint, which was filed on June 13, 2022, ECF 192.

2.3 “Aggrieved Employees” means those Settlement Class Members who worked at Walmart’s Apple Valley Distribution Center facility Number 7033 in Apple Valley, California at any time during the PAGA Release Period.

2.4 “Applicable Workweeks” means, as reflected in Walmart’s records, the workweeks each Settlement Class Member worked for Walmart at Walmart’s Apple Valley Distribution Center location in Apple Valley, California during the Settlement Class Period. Any workweeks during which the Settlement Class Member worked at Walmart’s Apple Valley Distribution Center location any amount of time in a non-exempt position (e.g., when not on a leave of absence) will be counted as an Applicable Workweek.

2.5 “Attorneys’ Fees and Litigation Expenses” means the Attorneys’ Fees and Litigation Expenses to be requested by Settlement Class Counsel, subject to Court approval.

2.6 “CAFA Notice” means the notice to be made in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715

2.7 “Class Settlement Amount” refers to the total amount of money that Walmart shall pay pursuant to this Settlement (except for the costs of CAFA Notice and the employers’ share of payroll taxes), which shall consist of a total payment of

Two Million Two Hundred Fifty Thousand Dollars (\$2,250,000).

2.8 “Complaint” means the original Complaint, which was filed in the Superior Court for San Bernardino County, California on May 17, 2016.

2.9 “Court” means the District Court and any appellate court that may review any orders entered by the District Court related to this Settlement.

2.10 “Defendant” means Walmart Inc. f/n/a Wal-Mart Stores, Inc.

2.11 “District Court” means the United States District Court for the Central District of California.

2.12 “Execution” means the signing of this Agreement by all signatories hereto.

2.13 “Final Judgment and Final Approval Order” refers to the Final Judgment and Final Approval Order approving the Settlement and dismissing the Lawsuit with prejudice as against Defendant, substantially in the form attached hereto as **Exhibit B**, which this Settlement contemplates will be entered and approved by the Court.

2.14 “Individual PAGA Payment Amount” means each Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties for the PAGA Period, calculated in accordance with Section 5.2.6.2 of this Agreement, which share shall be sent and paid to each individual Aggrieved Employee in accordance with this Agreement.

2.15 “Individual Settlement Payment Amount” means the final gross amount to be sent and paid to each individual Settlement Class Member who does not timely opt out, excluding amounts payable as Individual PAGA Payment Amounts, in accordance with this Agreement.

2.16 “Lawsuit” means the instant action, United States District Court for the Central District of California Case No. 5:16-cv-01645 TJH (RAOx).

2.17 “Long Form Notice” means the notice substantially in the form of **Exhibit A** which shall be mailed to Settlement Class Members and posted on the Settlement Administrator website.

2.18 “LWDA” means the California Labor Workforce and Development Agency.

2.19 “LWDA Payment Amount” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

2.20 “Net Settlement Amount” means that portion of the Class Settlement Amount remaining after the subtraction of: (a) Attorneys’ Fees and Litigation Expenses approved and awarded by the Court; (b) the Settlement Class Representative Payment approved and awarded by the Court; (c) Notice and Administration Costs approved by the Court; (d) the LWDA Payment Amount approved by the Court; and (e) any other fees or expenses incurred in connection with this Settlement as approved by the Court (including, without limitation, taxes on interest, if any, earned by the QSF, but excluding the costs for Walmart to send CAFA Notice).

2.21 “Notice” means the Court-approved Notice of Proposed Settlement of Class Action Lawsuit, substantially in the form attached here to as **Exhibit A** (Long Form Notice), consistent with the notice process as described in Section 6 of this Agreement.

2.22 “Notice and Administration Costs” means the costs approved by the Court for the Settlement Administrator to send Notice, administer the Settlement, and to perform all other reasonable duties contemplated by this Agreement and as approved or directed by the Court.

2.23 “Notice Date” means the date on which the Notice is first mailed to Settlement Class Members.

2.24 “Notice Period” means the period of time in which a Settlement Class Member may submit a Request to Opt Out or an objection to the Settlement.

2.25 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).

2.26 “PAGA Pay Period” means the period of time during which an Aggrieved Employee performed work for Walmart at the Apple Valley Distribution Center on at least one shift during the PAGA Period.

2.27 “PAGA Penalty Amount” means the amount, subject to Court approval, of PAGA civil penalties to be paid from the Class Settlement Amount allocated 25% to the Aggrieved Employees and 75% to the LWDA for its share of PAGA penalties in accordance with this Agreement.

2.28 “PAGA Period” means the period of time from May 16, 2015 through and including July 16, 2017.

2.29 “PAGA Release Period” means the period of time from May 16, 2015 through September 28, 2018. The PAGA Period ends July 16, 2017, because PAGA penalties for PAGA Pay Periods after July 17, 2017 were settled through the case of *Rosa White and Keaira Jackson v. Wal-Mart, Inc.*, Case No. 37-2018-00059628-CU-OE-CTL, Superior Court of the State of California, County of San Diego, which settlement was approved by the Superior Court of the State of California County of San Diego by Judgment and Order dated June 1, 2021.

2.30 “Parties” means the Settlement Class Representative and Walmart.

2.31 “Plaintiff” means Juan Garcia.

2.32 “Preliminary Approval Order” means the District Court’s order granting preliminary approval of this Settlement.

2.33 “QSF” means the Qualified Settlement Fund to be established under US Treasury Regulation section 468B-1 by the Settlement Administrator in accordance with this Agreement.

2.34 “Released Claims” means the claims, rights, demands, charges, complaints, causes of action, obligations, damages, penalties, debts, costs and expenses (other than those costs and expenses required to be paid pursuant to this Settlement Agreement), liens, or liabilities of any and every kind that are released, acquitted, and forever discharged as a result of this Agreement.

2.35 “Releasees” means Defendant Walmart Inc. f/n/a Wal-Mart Stores, Inc., and each of its current and former subsidiaries, parent corporations, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, employers, attorneys, partners, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries, as well as the personal representatives or executors of any such persons.

2.36 “Releasing Settlement Class Members” means the Settlement Class Representative and all Settlement Class Members, other than those who submit timely and valid Requests to Opt Out.

2.37 “Request to Opt Out” means a valid and timely request from a Settlement Class Member to exclude him or herself from the Settlement Class.

2.38 “Settlement” means the compromise and settlement of the Lawsuit as contemplated by this Settlement Agreement.

2.39 “Settlement Administrator” means Rust Consulting, the entity that, subject to Court approval, shall perform the duties of, among other things: (i) establishing a QSF; (ii) preparing, printing and disseminating the Notice to the Settlement Class Members in accordance with the Notice Plan; (iii) tracking returned Notices and Requests to Opt Out; (iv) ascertaining current address and addressee information for each Notice returned as undeliverable, and re-mailing the Notice where appropriate; (v) determining and finalizing the calculations the Net Settlement Amount and the Individual Settlement Payment Amounts; (vi) notifying Walmart’s Counsel and Settlement Class Counsel regarding submitted Requests to Opt Out and/or Objections; (vii) mailing the settlement checks to Settlement Class Members; (viii) referring to Settlement Class Counsel and, where appropriate, also to Walmart’s Counsel, all inquiries by Settlement Class Members that the Settlement Administrator cannot resolve and/or that involve matters not within the Settlement Administrator’s duties specified herein; (ix) responding to inquiries of Settlement Class Counsel or Walmart’s Counsel; (x) promptly apprising Walmart’s Counsel and Settlement Class Counsel of the activities of the Settlement Administrator; (xi) establishing a web site to provide Settlement Class Members with information about this Agreement; and (xii) other notice and administration duties in accordance with this Agreement and the District Court’s orders.

2.40 “Settlement Class” means the settlement class to be certified for settlement purposes in connection with this Agreement. The Settlement Class consists of all current and former hourly non-exempt employees who work or worked for Walmart at Walmart’s Apple Valley Distribution Center facility Number 7033 in Apple Valley, California during the Settlement Class Period. Excluded from the Settlement Class are any exempt employees who did not work as hourly non-exempt employees during the Settlement Class Period. Persons who are members of the Settlement Class are referred to in this Agreement as “Settlement Class Members.”

2.41 “Settlement Class Counsel” means the following counsel:

Janelle Carney
JANELLE CARNEY
ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E
Chino Hills, CA 91709-6025
Tel: 909-521-9609
Fax: 909-393-0471
Janelle@JanelleCarneyLaw.com

Kevin T. Barnes
Gregg Lander
Law Offices Of Kevin T. Barnes
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Los Angeles, CA 90025
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Fax: 909-393-0471
JAntonelli@antonellilaw.com

Raphael A. Katri
Law Offices Of
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Beverly Hills, CA 90211
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Fax: 310-733-5644
RKatri@socallaborlawyers.com

Anna R. Salusky
SALUSKY LAW GROUP
3738 Bayer Ave., Ste. 104
Long Beach, CA 90808
Tel: 562-855-0004
Fax: 562-855-0002
asalusky@saluskylaw.com

2.42 “Settlement Class List” means the listing of Settlement Class Members to be provided to Settlement Class Counsel and Rust Consulting, Inc. by Walmart in accordance with Section 6.1.1 of this Agreement.

2.43 “Settlement Class Period” means the period of time from May 17, 2012 through September 28, 2018.

2.44 “Settlement Class Representative” means Juan Garcia, the named Plaintiff in the Lawsuit and the person Settlement Class Counsel shall request be appointed by the District Court as the Settlement Class Representative for purposes of the Settlement Class. Juan Garcia is also a member of the Settlement Class.

2.45 “Settlement Class Representative Payment” means the enhancement award to be requested by Settlement Class Counsel for payment to the Settlement

Class Representative, subject to Court approval in accordance with the terms of this Agreement.

2.46 “Settlement Effective Date” means the later of (1) 70 days after the entry of the Final Judgment, provided there has been no appeal, no extension of the time to appeal the entry of Final Judgment, and no other request or motion that would modify the timeline for judicial review of the Final Judgment; or (2) if an appeal or other judicial review has been taken, 70 days after the date by which the time to appeal or seek other judicial review from the appellate proceedings has expired. The provisions and deadlines set forth in this Section shall apply even if there are no objections to the Settlement.

2.47 “Walmart” means Defendant Walmart Inc., formerly known as Wal-Mart Stores, Inc.

2.48 “Walmart’s Counsel” means Aaron T. Winn of Duane Morris LLP, and Naomi Beer, Robert J. Herrington, and Matthew R. Gershman of Greenberg Traurig, LLP.

3. RECITALS

3.1 On May 17, 2016, Plaintiff Juan Garcia filed a putative class action Complaint entitled *Juan Garcia v. Wal-Mart Stores, Inc.* in the Superior Court of the State of California, County of San Bernardino, Case No. CIVDS1607743. Plaintiff alleged causes of action for (i) alleged violations of California Business and Professions Code §§ 17200 et seq., (ii) alleged violations of California Labor Code §§ 200, et seq., 218, 226, 510, 511, 1194, 1198, and 2802, (iii) alleged failure to pay all wages due and illegal rounding, (iv) alleged failure to provide first and second meal breaks (Cal. Labor Code §§ 226.7 and 512, et seq.), (v) alleged inaccurate wage statements (Cal. Labor Code § 226), and (vi) alleged violations of Labor Code §§ 200, et seq.

3.2 On June 21, 2016, Plaintiff filed a First Amended Complaint. The First Amended Complaint alleged the same six causes of action plead on the original complaint and added two additional causes of action for the alleged failure to pay all wages (California Labor Code §§ 218, 510, 1182.12, 1194, 1194.2, 1197, 1198) and alleged violation of Labor Code sections 2698-2699 (Private Attorney General Act, or “PAGA”).

3.3. On July 28, 2016, Walmart removed the action to the District Court, ECF 1 & 1-1.

3.4 On February 17, 2017, Plaintiff filed a Second Amended Complaint (the “SAC”). The SAC alleges causes of action for (i) alleged violations of California Business and Professions Code §§ 17200 et seq., (ii) alleged failure to pay all wages (California Labor Code §§ 200, et seq., 218, 226, 510, 511, 1194, 1198, and 2802), (iii) alleged failure to provide first and second meal breaks (California Labor Code §§ 226.7 and 512, et seq.), (iv) alleged inaccurate wage statements (Cal. Labor Code § 226), (v) alleged violation of Labor Code §§ 200, et seq.), and (vi) alleged violation of PAGA. ECF 40.

3.5 On April 24, 2017, Plaintiff filed a Third Amended Complaint (the “TAC”). The TAC alleges causes of action for (i) alleged violations of California Business and Professions Code §§ 17200 et seq., (ii) alleged failure to pay all wages (California Labor Code §§ 200, et seq., 218, 226, 510, 511, 1194, 1198, and 2802), (iii) alleged failure to provide second meal breaks (California Labor Code §§ 226.7 and 512, et seq.), (iv) alleged inaccurate wage statements (Cal. Labor Code § 226), (v) alleged violation of Labor Code §§ 200, et seq.), and (vi) alleged violation of PAGA. ECF 49.

3.6 On August 9, 2019, the Court entered an order granting partial summary judgment in Walmart’s favor on Plaintiff’s cause of action for alleged failure to provide second meal periods, as well as against Plaintiff’s causes of action under PAGA and other derivative claims to the extent predicated on the second meal period claim. ECF 112. The Court’s order also granted partial summary judgment for Plaintiff on his overtime wage claim, subject to the resolution of Walmart’s alternative workweek schedule defense. ECF 112.

3.7 On June 13, 2022, Plaintiff filed a Fourth Amended Complaint (the “Amended Complaint”). The Amended Complaint alleges causes of action for (i) alleged violations of California Business and Professions Code §§ 17200 et seq., (ii) alleged failure to pay all wages (California Labor Code §§ 200, et seq., 218, 226, 510, 511, 1194, 1198, and 2802), (iii) alleged violation of Labor Code §§ 200, et seq.), and (iv) alleged violation of PAGA. ECF 192.

3.8 Walmart denied and continues to deny all of Plaintiff’s material allegations including, but not limited to, those made in the Complaint, SAC, TAC, and the Amended Complaint.

3.9 This Lawsuit has been heavily litigated for nearly seven years, including exchange of written, document and deposition discovery and expert information, briefing and argument on motions for class certification and summary judgment, pre-trial evidentiary motions, and other pre-trial and trial preparation.

3.10 On February 14, 2019, the Parties participated in a private mediation with mediator Judge Carl J. West (Ret.) of JAMS. The mediation did not result in a settlement, so the Parties continued to litigate the Lawsuit.

3.11 On August 17, 2021, the Parties participated in a Mandatory Settlement Conference before Magistrate Judge Rozella A. Oliver. The settlement conference did not result in a settlement, so the Parties continued to litigate the Lawsuit.

3.12 On May 10, 2023, the Parties participated in a second mediation session before Judge West. As a result of those negotiations, the Parties reached an agreement to resolve the Lawsuit. This Agreement sets forth the terms of the settlement.

3.13 The Settlement Class Representative and Settlement Class Counsel believe that the claims of the Settlement Class Members are meritorious. Settlement Class Counsel represent that they have conducted a thorough investigation into the facts of this case and have diligently pursued an investigation of the Plaintiff and the Settlement Class Members' claims against Walmart, including, but not limited to: (i) reviewing and analyzing relevant documents, including policy documents and data produced by Walmart; (ii) researching the applicable substantive and procedural law and Walmart's potential defenses; (iii) conducting and defending depositions, including 30(b)(6) and expert depositions; (iv) interviewing, hiring and consulting with an expert; (v) interviewing several Walmart associates; (vi) advocating for the rights of the Settlement Class Members; (vii) briefing motion for class certification; (viii) obtaining approval for a notice plan and agreeing to retain and pay for the services of Rust Consulting, Inc. to implement the Court approved notice program following the District Court's partial grant of Plaintiff's motion for class certification; (ix) defending against Walmart's motions for partial summary judgment and other pleading challenges; (x) briefing motions in limine, (xi) attending a Mandatory Settlement Conference and two mediation sessions with an experienced and respected mediator and conducting additional follow up settlement discussions after the mediation; and (xii) preparing for the Final Pretrial Conference and trial. Based on their own independent investigation and evaluation, Settlement Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and that the Settlement is in the best interests of the Settlement Class Members in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by Walmart, trial risk, and appellate risk.

3.14 Walmart denies liability or wrongdoing of any kind associated with the claims alleged and maintains that the claims are not appropriate for class-wide treatment under Rule 23 and that the Lawsuit is unmanageable as a class action or

as a PAGA representative action. Walmart further asserts that it has complied with all applicable provisions of federal or state statutory, regulatory, and common law. Walmart also asserts that, even if the Court were to find it liable in this Lawsuit, Plaintiff will be unable to prove entitlement to damages or PAGA penalties. Walmart continues to adhere to all defenses and objections it raised throughout this Lawsuit.

3.15 The entry of the Final Judgment and Order of Dismissal in this Case shall dismiss the Lawsuit with prejudice. The Parties agree to cooperate and take all steps necessary and appropriate to obtain approval of this Settlement, to effectuate its terms, and, to the extent of the obligations set forth herein, to dismiss this Lawsuit against with prejudice.

3.16 Each of these Recitals is incorporated into this Agreement as if fully set forth herein.

4. CERTIFICATION OF SETTLEMENT CLASS

4.1 In order to implement the Settlement, Settlement Class Counsel shall request that the District Court certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23. The proposed Court order shall expressly provide that the Parties and Settlement Class Counsel agree that the certification of the Settlement Class is for settlement purposes in this Lawsuit only and for no other purpose.

4.2 Parties agree that if, for any reason, the District Court does not grant final approval of the Settlement, final approval is not granted following the appeal of any order by the District Court, or the Settlement Effective Date does not occur, the certification of the Settlement Class for settlement purposes shall be deemed null, void, unenforceable, and inadmissible in this proceeding or any other.

5. MONETARY TERMS OF SETTLEMENT

5.1 Subject to the other terms and conditions of this Agreement and subject to Court approval, Walmart agrees to pay the Class Settlement Amount of \$2,250,000 (two million two hundred fifty thousand dollars). Other than with respect to CAFA Notice and the employers' share of payroll taxes, this Class Settlement Amount is the maximum amount payable by Walmart under this Settlement and is inclusive of (i) Attorneys' Fees and Litigation Expenses awarded by the Court; (ii) Settlement Class Representative Payment approved by the Court; (iii) Notice and Administration Costs approved by the Court; (iv) the LWDA Payment Amount approved by the Court; (v) all payments to

Settlement Class Members and Aggrieved Employees; and (vi) any other fees or expenses incurred in executing and administering the terms of this Agreement as approved by the Court. Except as otherwise provided in this Agreement, under no circumstances shall the amount to be paid by Walmart exceed the Class Settlement Amount.

5.2 The Class Settlement Amount shall be allocated as follows:

5.2.1 Attorneys' Fees and Litigation Expenses: Settlement Class Counsel will be entitled to request that, subject to Court approval, Settlement Class Counsel be awarded reasonable Attorneys' Fees and Litigation Expenses to be paid from the Class Settlement Amount. Walmart takes no position on the amounts to be sought by Settlement Class Counsel for an award of Attorneys' Fees and Litigation Expenses, but shall not oppose Settlement Class Counsel's request for attorneys' fees not to exceed 33.333% of the Class Settlement Amount (i.e., \$750,000.00), subject to court approval, and litigation costs of approximately \$260,000, subject to court approval, exclusive of settlement administration costs. This Settlement is not contingent on the award of Attorneys' Fees and Litigation Expenses, and in the event that the Court does not approve the Attorneys' Fees and Litigation Expenses in the amount requested by Settlement Class Counsel, or in the event that the Court awards Attorneys' Fees and Litigation Expenses in an amount that is less than the amount requested by Settlement Class Counsel, any amounts not approved shall become part of the Net Settlement Amount for distribution to Settlement Class Members. Nothing in this Section or Agreement limits the rights of Settlement Class Counsel to appeal any decision by the Court regarding Attorneys' Fees and Litigation Expenses.

5.2.2 Settlement Class Representative Payment: Settlement Class Counsel will be entitled to request that, subject to Court approval, the Settlement Class Representative, Juan Garcia, be paid a Settlement Class Representative Payment to compensate him for his services as a class representative to be paid from the Class Settlement Amount in the amount of \$20,000. The Settlement Class Representative Payment shall be in addition to any amount the Settlement Class Representative is entitled to receive under the Settlement. Walmart takes no position on the amount sought

by Settlement Class Counsel as a Settlement Class Representative Award. This Settlement is not contingent on the approval of the Settlement Class Representative Payment, and in the event that the Court does not approve the requested Settlement Class Representative Payment, or in the event that the Court awards a Settlement Class Representative Payment in an amount that is less than the amount requested by Settlement Class Counsel, any amount not approved shall become part of the Net Settlement Amount for distribution to Settlement Class Members.

5.2.3 Notice and Administration Costs: All Notice and Administration Costs payable to the Settlement Administrator for providing notice and conducting other settlement administration duties as set forth in this Agreement shall be paid from the Class Settlement Amount. The Settlement Administrator shall provide an estimate for the Notice and Administration costs, which shall be submitted for Court approval as part of the Motion for Preliminary Approval. The Parties agree that the actual Notice and Administration Cost shall not exceed that Court-approved figure unless the Court approves a request for additional Notice and Administration Costs. In the event that the actual Notice and Administration Costs are less than this estimate, any remaining Notice and Administration Costs shall be redistributed to Settlement Class Members, or if doing so is not feasible, Settlement Class Counsel and Walmart Counsel shall meet and confer as to options for the balance and shall submit a proposal for approval by the Court (though none of these remaining funds shall revert to Walmart).

5.2.4 PAGA Penalty Amount: Subject to Court approval, the PAGA Penalty Amount shall be \$100,000.00 (one hundred thousand dollars), which is allocated 25% to the Aggrieved Employees and 75% to the LWDA for its share of PAGA penalties. The 75% allocated to the LWDA shall be paid as the LWDA Payment Amounts and the 25% allocated to the Aggrieved Employees shall be including as part of the Net Settlement Amount for distribution to the Aggrieved Employees.

5.2.5 Net Settlement Amount: The Net Settlement Amount shall be the amount remaining from the Class Settlement Amount after

subtracting (i) the Attorneys' Fees and Litigation Expenses awarded by the Court; (ii) the Settlement Class Representative Payment awarded to the Settlement Class Representative by the Court; (iii) all Notice and Administration Costs approved by the Court; (iv) the LWDA Payment Amount approved by the Court; and (v) and any other fees or expenses incurred in connection with this settlement as approved by the Court (including, without limitation, taxes on interest, if any, earned by the QSF but excluding the costs of sending CAFA Notice and the employers' share of payroll taxes).

5.2.6 The Net Settlement Amount will be distributed as follows:

5.2.6.1 Individual Settlement Payment Amounts shall be distributed to those Settlement Class Members who do not submit a timely Request to Opt Out. The Individual Settlement Payment Amount for each such Settlement Class Member will be determined based on his or her proportional share of the Net Settlement Amount minus the portion of the PAGA Penalties allocated to the Aggrieved Employees, based on the total number of Applicable Workweeks worked by each Settlement Class Member during the Settlement Class Period, provided, however, that Settlement Class Members that, according to Walmart's records, worked at least one workday for Walmart at the Apple Valley facility from May 17, 2012 to May 16, 2013 and did not work for Walmart at the Apple Valley facility beyond May 16, 2013 shall receive a flat rate of \$50.00 for the one-year period during which they worked. With respect to determining the number of workweeks allocated to each Settlement Class Member, Walmart's records of Applicable Workweeks shall control.

5.2.6.2 Individual PAGA Payment Amounts shall be distributed to all Aggrieved Employees who performed work for Walmart at the Apple Valley Distribution Center on at least one shift during the PAGA Period. The Individual PAGA Payment Amount for each such Aggrieved Employee will be determined based on his or her proportional share of the portion of the PAGA Penalties allocated to the Aggrieved Employees based on the total number of Applicable Workweeks worked by each Aggrieved Employee during the

PAGA Period.

5.3 The Parties agree that the amounts paid as Individual Settlement Payment Amounts shall be allocated such that 50% constitutes wages subject to the withholdings of all applicable local, state, and federal taxes and withholdings, and 50% constitutes remuneration for damages separate and distinct from lost wages, including penalties, and interest. The Settlement Administrator shall calculate the amount payable for the employers' share of applicable taxes, and Walmart agrees to pay that amount in addition to the Class Settlement Amount. The Settlement Class Representative, on behalf of himself and the Settlement Class Members, acknowledges and agrees that he has not relied upon any advice from Walmart or Settlement Class Counsel as to the taxability of the payments received pursuant to this Settlement Agreement. The QSF shall be responsible for issuing appropriate tax forms, if any, to Settlement Class Members. Individual PAGA Payment Amounts shall be treated entirely as remuneration for damages separate and distinct from lost wages for which no employers' share of applicable taxes shall be required to be paid.

5.4 Individual Settlement Payment Amounts and Individual PAGA Payment Amounts shall not be used for purposes of calculating or determining entitlement to or eligibility for employee benefits.

6. NOTICE TO THE SETTLEMENT CLASS MEMBERS

6.1 The Settlement Administrator shall provide notice of the Settlement to Settlement Class Members as follows:

6.1.1 Within thirty (30) calendar days of the date on which the District Court enters an order granting preliminary approval of the Settlement, or on another later date set by the Court, Walmart shall provide the Settlement Administrator and Settlement Class Counsel with the Settlement Class List in the form of an Excel chart listing the names, last known addresses and telephone numbers of the Settlement Class Members, as that information, if any, exists in Walmart's records. On request of the Settlement Administrator, Walmart will separately provide Social Security Numbers to the Settlement Administrator only to the extent needed for purposes of notice and

administration, such as to locate updated addresses for Notices that are returned as undeliverable and to process settlement payments to Settlement Class Members. To the extent Social Security Numbers are provided under this section to the Settlement Administrator, if also requested by Settlement Class Counsel, Walmart will provide the last 4 digits of those Social Security Numbers to Settlement Class Counsel.

6.1.2 Within twenty (20) calendar days of the date on which the Settlement Administrator receives the Settlement Class List from Walmart, or on another later date set by the Court (the “Notice Date”), using the data provided by Walmart in the Settlement Class List, the Settlement Administrator will send the Long Form Notice to each Settlement Class Member. Prior to mailing the Long Form Notice, the Settlement Administrator shall attempt to confirm the accuracy of the addresses through the United States Post Office’s National Change of Address database and shall mail the Long Form Notice to any updated address obtained therefrom.

6.1.3 The Notice Period for all Settlement Class Members shall be forty-five (45) days from the Notice Date.

6.1.4 If any Long Form Notice is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate such Settlement Class Member through an electronic search using the Social Security number and/or former address of that person and shall promptly mail an additional Long Form Notice to each such person.

6.1.5 Notice shall be sent by way of a Long Form Notice that will contain an URL to a web site to be established and maintained by the Settlement Administrator that will provide information regarding the Settlement including copies of the Long Form Notice and other information about the Settlement. The Long Form Notice shall include a summary of the settlement, a description of who is a class member, identifying Class Counsel, and instructions on how to proceed substantially in the form attached as **Exhibit A**.

7. CLASS ACTION FAIRNESS ACT NOTICE

7.1 Walmart shall provide or cause to be provided CAFA Notice regarding this Settlement to the appropriate governmental authorities in accordance with the Class Action Fairness Act (“CAFA”). Walmart shall pay for the costs of providing CAFA Notice.

8. OPT-OUT PROCESS

8.1 A Settlement Class Member who wishes to exclude herself or himself from this Settlement and from the release of claims pursuant to this Settlement shall submit a timely and valid Request to Opt Out. To be timely, the Parties will propose to the District Court that the Request to Opt Out must be postmarked to the Settlement Administrator within forty-five (45) calendar days after the Notice Date. To be valid, the Request to Opt Out shall (1) contain the words “I wish to be excluded from the Settlement Class in Juan Garcia v. Walmart” or similar language; (2) contain the Settlement Class Member’s name and other information to confirm employment at Walmart and other requirements for membership in the Settlement Class and (3) be signed and dated.

8.2 A Settlement Class Member who submits a timely Request to Opt Out is not eligible to recover a share of the Net Settlement Amount. The Settlement Administrator shall maintain a list of persons who have sent Requests to Opt Out and shall provide such list to Walmart’s Counsel and Settlement Class Counsel upon request. The Settlement Administrator shall retain the originals of all Requests to Opt Out (including the envelopes with the postmarks) received from Settlement Class Members and shall provide copies of all Requests to Opt Out to Walmart’s Counsel and Settlement Class Counsel within three (3) business days of receipt. Walmart retains the right to assert any and all defenses to the claims of persons who opt out from this Settlement. If required by the Court, Settlement Class Counsel shall file the Requests to Opt Out with the Court in advance of or in conjunction with the motion for final approval of the Settlement (or at another date set by the District Court), with any sensitive personal information redacted.

9. OBJECTION PROCESS

9.1 A Settlement Class Member who wishes to object to the Settlement must timely submit to the Settlement Administrator or the Court a valid objection, in writing, on or before forty-five (45) calendar days after the Notice Date. To be considered timely, the objection must be postmarked or otherwise received by the Settlement Administrator or the Court on or before the deadline. To be considered valid, the Parties will propose to the District Court that an objection must (1) be from a Settlement Class Member, (2) be in writing and contain the words “I object to the Settlement in Juan Garcia v. Walmart,” or similar language, (3) include the objector’s name, address, and other information necessary to confirm employment at Walmart and other requirements for membership in the Settlement Class, and (4) be signed and dated. The Parties will propose to the District Court that the objection must state the basis for the objection, including why the objector believes the

Settlement is not in the best interests of the Settlement Class Members, along with any and all documents that support the objection. The objection must also state whether or not the objector intends to appear at the final approval hearing. Additional instructions regarding how to object to the Settlement shall be contained in the Notice. A Settlement Class Member who submits a Request to Opt Out is not eligible to object to the Settlement.

9.2 The Settlement Administrator shall maintain a list of persons who have filed objections and shall provide such list to Walmart's Counsel and/or Settlement Class Counsel upon request. To the extent that Objections are sent to the Settlement Administrator, the Settlement Administrator shall retain the originals of all objections (including the envelopes with the postmarks) received from Settlement Class Members, and shall provide copies of all objections to Walmart's Counsel and Settlement Class Counsel within three (3) business days of receipt. Settlement Class Counsel shall file the Objections with the Court in advance of or in conjunction with the motion for final approval of the Settlement (or at another date set by the District Court), with any sensitive personal information redacted.

9.3 Subject to the approval of the Court, Settlement Class Members who do not file and serve timely any valid written objections in accordance with the procedures set forth in this Agreement and the Notice shall be deemed to have waived any objections to the Settlement and shall forever be foreclosed from making any objection (whether by appeal or otherwise) to any aspect of the Settlement, including, without limitation, the fairness, reasonableness, or adequacy of the proposed Settlement or the Court's award of Attorneys' Fees and Litigation Expenses and a Settlement Class Representative Payment.

10. FUNDING AND DISTRIBUTION PROCESS

10.1 The Class Settlement Amount shall be funded through a QSF in accordance with this Agreement. The timing of the payments by Walmart to the QSF are as follows:

10.1.1 Within thirty (30) days following the District Court's grant of preliminary approval, and provided Walmart has by that time received the information needed to transfer funds to the QSF (including wire transfer instructions and W9 for the QSF), Walmart shall transfer the Notice and Administration Costs to the QSF. In the event that the Settlement Effective Date does not occur, any amounts not actually used by the Settlement

Administrator for Notice and Administration Costs shall be refunded to Walmart.

10.1.2 Within thirty (30) calendar days following the Settlement Effective Date, Walmart shall transfer the balance of the Class Settlement Amount to the QSF.

10.1.3 Once the final Individual Settlement Payment Amounts are known, the Settlement Administrator shall also calculate any additional amounts to be paid by Walmart for the employer's share of payroll taxes and shall provide notice to Walmart, in writing, of the amount to be transferred and an account, other than the QSF, into which to transfer such funds. Within ten (10) business days of its receipt of such written notice, Walmart shall transfer such amount to an account other than the QSF as directed by the Settlement Administrator.

10.2 The Settlement Administrator will distribute the money in the QSF by making the following payments:

10.2.1 Paying the amount awarded by the Court for Attorneys' Fees and Litigation Expenses within three (3) business days after the receipt of the funds transferred by Walmart to the QSF.

10.2.2 Paying the amount awarded by the Court for the Settlement Class Representative Payment to the Settlement Class Representative within three (3) business days after the receipt of the funds transferred by Walmart to the QSF.

10.2.3 Paying the amount awarded by the Court for the LWDA Penalty Payment to the LWDA within three (3) business days after the receipt of funds transferred by Walmart to the QSF.

10.2.4 Paying the court-approved Individual Settlement Payment Amounts from the from the Net Settlement Amount to Settlement Class Members within thirty (30) business days of (i) the funds transferred by Walmart to the QSF and (ii) the funds transferred by Walmart to an account other than the QSF, if necessary, for

purposes of the employers' share of payroll taxes pursuant to Section 10.1.3, whichever is later.

10.3 Settlement Class Members will have 180 calendar days from the date the settlement checks are mailed to cash or deposit their settlement checks. Thirty (30) calendar days prior to the close of the 180-day period, the Settlement Administrator will send a reminder postcard to those Settlement Class Members who have not cashed their settlement checks.

10.4 At the expiration of the period for redeeming final payments, the Settlement Administrator shall advise Walmart's Counsel and Settlement Class Counsel what amount, if any, remains in the QSF. Unless otherwise provided by law, any uncashed settlement checks shall be delivered to the California State Controller's Office pursuant to the California Unclaimed Property Law in the name of the Settlement Class Member.

11. QUALIFIED SETTLEMENT FUND

11.1 As required under this Agreement, Walmart shall transfer the Class Settlement Amount to a fund, account or trust constituting a Qualified Settlement Fund ("QSF"), to be held as a separate trust as described in Treasury Regulation § 1.468B-1, 26 C.F.R. § 1.468B-1. The Settlement Administrator, in coordination with Settlement Class Counsel and Walmart, shall take such steps as shall be necessary to create and qualify the QSF under § 468B of the Internal Revenue Code, 26 U.S.C. § 468B, and the regulations promulgated pursuant thereto. Walmart shall be considered the "transferor" within the meaning of Treasury Regulation § 1.468B-1(d)(1). The Settlement Administrator shall be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Parties shall cooperate in securing an order of the Court to establish the QSF in accordance with the terms hereof in conjunction with its preliminary approval of the Settlement and Notice as described in this Agreement. The Court shall retain jurisdiction over the administration of the QSF. Walmart shall supply to the Settlement Administrator and to the Internal Revenue Service the statement described in Treasury Regulation § 1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which Walmart makes a transfer to the QSF. It is intended that the transfers to the QSF will satisfy the "all events test" and the "economic performance" requirement of § 461(h)(1) of the Internal Revenue Code, and Treasury Regulation § 1.461-1(a)(2). Accordingly, Walmart shall not include the income of the QSF in its income. Rather, the QSF shall be taxed on its modified gross income, excluding the sums transferred to it, and shall make payment of resulting taxes from its own funds.

In computing the QSF's modified gross income, deductions shall be allowed for its administrative costs and other deductible expenses incurred in connection with the operation of the QSF, including, without limitation, state and local taxes and legal, accounting, and other fees relating to the operation of the QSF.

11.2 Upon establishment of the QSF, the Settlement Administrator shall apply for an employer identification number for the QSF utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4)

11.3 If requested by either Walmart or the Settlement Administrator, the Settlement Administrator, the QSF, and Walmart shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1(U)(2) to treat the QSF as coming into existence as a settlement fund as of the earliest possible date.

11.4 Following its deposits as described in Section 10 of this Agreement, and other than as specifically set forth herein, Walmart shall have no financial obligation or liability whatsoever with respect to the notifications to the Class required hereunder, the processing of Claims and Opt-Out Letters, the allowance or disallowance of claims by Settlement Class Members and Aggrieved Employees, payments to Settlement Class Counsel, investment of QSF funds, payment of federal, state, and local income, employment, unemployment, excise, and other taxes imposed on the QSF or its disbursements, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the QSF, since it is agreed that such deposits shall fully discharge Walmart's obligations to Settlement Class Members, Aggrieved Employees, and Settlement Class Counsel and for expenses of administration in respect to the disposition of the Class Settlement Amount hereunder. Rather, the Settlement Administrator, with oversight by Settlement Class Counsel, shall have sole authority and responsibility for the administration of such funds and income thereon, disbursement to Settlement Class Members, Aggrieved Employees, and Settlement Class Counsel, and payment of taxes and administrative costs in accordance with the provisions hereof, subject only to the rights of Walmart or Settlement Class Counsel to seek redress for any breach of the terms hereof.

11.5 The Settlement Administrator shall cause to be filed, on behalf of the QSF, all required federal, state, and local tax returns, information returns and tax withholdings statements in accordance with the provisions of Treasury Regulation §1.468B-2(k)(l) and Treasury Regulation §1.468B-2(1)(2)(ii). The Settlement Administrator may, at the expense of the QSF, and with the approval of Settlement Class Counsel, retain legal counsel and an independent, certified public accountant

to consult with and advise the Settlement Administrator or the QSF with respect to the preparation and filing of such materials and the federal, state and local tax compliance of the QSF. Either Walmart independently or the Settlement Administrator (with the approval of Settlement Class Counsel), independently or jointly, may, but are not required to, apply to the Internal Revenue Service and/or any applicable state taxing authority for an advance ruling as to any issue pertinent to the qualification of the QSF under Internal Revenue Code § 468B and Treasury Regulations promulgated thereunder, its tax status under applicable state law, and/or its tax payment, reporting, and withholding duties, so long as Walmart and the remaining Parties are reasonably satisfied that such application and ruling will not compromise the confidentiality of settlement evidenced herein as required by this Agreement. Subject to any contrary holdings in any such ruling, Settlement Class Members shall be responsible for payment of appropriate federal, state, and local income taxes on any claim paid out pursuant to this Agreement. The Parties agree that no portion of any distributions from the QSF to the Settlement Class Members is made in satisfaction of any excluded liability as described in Treasury Regulation § 1.468B-1(g) related to Qualified Settlement Funds.

11.6 The taxable year of the QSF shall be the calendar year in accordance with Treasury Regulation § 1.468B-2(i). The QSF shall utilize the accrual method of accounting within the meaning of § 446(c) of the Internal Revenue Code.

11.7 Based on the Settlement Administrator's recommendation and with the approval by Walmart and Settlement Class Counsel, the QSF may be invested in United States Treasury bills, money market funds primarily invested in the same, or certificates of deposit (CDs), provided that such portions of the QSF as may reasonably be required to pay current QSF administrative expenses, taxes or disbursements to Settlement Class Members, Aggrieved Employees, or Settlement Class Counsel may be deposited in bank accounts which are federally insured to the greatest extent practicable. All federal, state, and local taxes imposed with respect to income earned by, or property of, the QSF, shall be paid from the QSF.

11.8 With the approval of Walmart and Settlement Class Counsel, the Settlement Administrator may amend, either in whole or in part, any administrative provision of this Section or the trust instrument through which the QSF is established to maintain the qualification of the QSF pursuant to the above-described authorities provided that the rights and liabilities of the Parties hereto and the Settlement Class are not altered thereby in any material respect.

12. COMPREHENSIVE WAIVER, RELEASE, AND DISMISSAL

12.1 Subject to final approval by the Court of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Releasing Settlement Class Members do hereby irrevocably release, acquit, and forever discharge all of the Releasees of and from any and all actual or potential claims, rights, demands, charges, complaints, causes of action, obligations damages, penalties, debts, costs, liens, or liabilities of any and every kind that reasonably arise out of the same set of operative facts plead in the original or amended complaints, that reasonably relate to the allegations in the original or amended complaints, or that could have been plead in this Lawsuit.

12.2 Subject to approval by the Court, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, all Aggrieved Employees do hereby irrevocably release, acquit, and forever discharge all of the Releasees of and from any and all actual or potential PAGA claims, rights, demands, charges, complaints, causes of action, obligations damages, penalties, debts, costs and expenses (other than those payments, costs, and expenses required to be paid pursuant to this Settlement), liens, or liabilities of any and every kind, that reasonably arise out of the same set of operative facts plead in the original or any subsequent amended complaint, or that are reasonably related to the allegations in the original or any subsequent amended complaint with respect to PAGA, during the PAGA Release Period.

12.3 Subject to final approval by the Court of the Settlement, and for good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, and in addition to the release given as a Settlement Class Member and Aggrieved Employee, Plaintiff for himself and Plaintiff's representatives, heirs, executors, administrators, successors and assigns ("Plaintiff Releasers"), fully, finally, and forever releases and discharges the Releasees from all claims, demands, actions, causes of action, suits, damages, penalties, losses, and expenses, of any and every nature whatsoever, known or unknown, as a result of actions or omissions by Releasees, including, without limitation claims for unpaid wages, unlawful discrimination, harassment, or failure to accommodate and any other claims related to the terms and conditions of employment including under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Fair Labor Standards Act, the National Labor Relations Act, the California Fair Employment and Housing Act, the California Wage and Hour Laws and the California Private Attorneys' General Act and any amendments to the foregoing, or any other federal, state or local statute, rule, ordinance, or regulation, as well as any

claims in equity or under common law for tort, contract or wrongful discharge, provided, however, that nothing in this Release is intended to be a waiver by Plaintiff of claims Plaintiff may have against the Releasees (a) for unemployment or workers' compensation benefits, (b) for vested rights under ERISA-covered employee benefit plans as applicable on the date Plaintiff signs this Agreement, or (c) claims that cannot be released by private agreement. Plaintiff understands that subject to the foregoing this is otherwise a full and final release covering all unknown and unanticipated injuries, debts, claims or damages which may have arisen, or may arise, in connection with any act or omission by Releasees, prior to the date of execution of the Agreement.

12.4 Subject to final approval by the Court of the Settlement, and as to the releasees given herein by Plaintiff Releasors, Plaintiff Releasors waive and relinquish all rights and benefits afforded by Civil Code Section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff Releasors acknowledge that they have been advised by legal counsel and are familiar with California Civil Code Section 1542, and, being aware of Section 1542, they hereby expressly waive and relinquish all rights and benefits they may have thereunder, as well as any other statutes or common law principles of similar effect.

12.5 If this Settlement is finally approved by the Court, Walmart will not assert that the releases in the preliminarily approved settlement in *Manual Flores. v. Walmart Inc.*, Case No. CIVDS2023061, pending before San Bernardino Superior Court as a putative class action, *Manuel Flores v. Walmart, Inc.*, Case No. CIVDS 2014060, pending before San Bernardino Superior Court as a PAGA representative action, *Dean Waltz v. Wal-Mart Associates, Inc.*, Case N0. CIV SB 21 17018 pending before the San Bernardino Superior Court as a putative class action, and *Dean Waltz v. Wal-Mart Associates, Inc.*, Case No. CIV SB 2133560 pending before the San Bernardino Superior Court as a PAGA representative action (together, "*Flores/Waltz*") have any impact on the rights of Settling Class Members and Aggrieved Employees in this Lawsuit, including the rights of Settling Class Members and Aggrieved Employees in this Lawsuit to collect their Individual

PAGA Payment Amounts and Individual Settlement Payment Amounts in this case. Walmart also will not assert that the releases in this Agreement have any impact on the rights of settling class members in *Flores/Waltz* if the preliminarily approved settlement in *Flores/Waltz* is finally approved and becomes a final judgment in *Flores/Waltz*.

12.6 The Parties acknowledge that this Settlement, including the releases provided in this Section, reflects a compromise of disputed claims.

12.7 As part of the motion for final approval, Settlement Class Counsel shall request that the Court enter Final Judgment and Final Approval Order, which shall dismiss the Lawsuit with prejudice, and release the Released Claims as described above, with the exception of any claims that might be retained by Settlement Class Members who exclude themselves from the Settlement, if any. Walmart shall retain any existing defenses to such excluded claims. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement, to effectuate its terms, and, to the extent of the obligations set forth in this Agreement, to dismiss this Lawsuit with prejudice. The form of Final Judgment and Final Approval Order agreed to by the Parties, subject to Court approval, is attached as **Exhibit B**.

13. DUTIES OF THE PARTIES WITH RESPECT TO OBTAINING PRELIMINARY COURT APPROVAL OF THE SETTLEMENT

13.1 Settlement Class Counsel shall file this Agreement with the District Court as part of the motion for preliminary approval and shall, having first given Walmart the opportunity to review and comment on the draft motion for preliminary approval, apply to the District Court for entry of an order granting preliminary approval of the Settlement Agreement substantially in the following form:

13.1.1 Granting preliminary approval to the Settlement Agreement;

13.1.2 Approving as to form and content the proposed Notices and Notice Plan;

13.1.3 Scheduling a final fairness hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class Members, to be held no sooner than 90 calendar days after the date of the Preliminary Approval Order;

13.1.4 Appointing Settlement Class Counsel as counsel for the Settling Class;

13.1.5 Approving Plaintiff as the Settlement Class Representative;

13.1.6 Approving Rust Consulting as the Settlement Administrator;

13.1.7 Approving the QSF; and

13.1.8 Setting dates for each of the following: (a) a deadline by which Settlement Class Members must object to the Settlement; (b) a deadline by which Settlement Class Members must Request to Opt Out of the Settlement; (c) a deadline to file motion for final approval of the Settlement, Settlement Class Counsel's motion for an award of Attorneys' Fees and Litigation Expenses and any Settlement Class Representative Payment, and (d) a date for the final fairness hearing.

13.2 Walmart shall cooperate with Settlement Class Counsel as necessary to obtain preliminary approval.

13.3 The Parties shall continue to take any steps necessary to stay any pending proceedings so as to preserve the status quo in the event that the Settlement Effective Date does not occur.

14. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT APPROVAL

14.1 Following preliminary approval by the District Court of the Settlement, and no later than twenty-eight (28) calendar days prior to the final fairness hearing or on another date set by the Court, Settlement Class Counsel will submit a motion for final approval, which shall include a proposed Final Judgment and Final Approval Order substantially in the form attached hereto as **Exhibit B**. The proposed Final Judgment and Final Approval Order shall:

14.1.1 Grant final approval to the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

14.1.2 Determine Settlement Class Counsel's application for Attorneys' Fees and Litigation Expenses;

14.1.3 Decide any Settlement Class Representative Payment to the Settlement Class Representative;

14.1.4 Dismiss this Lawsuit as between the Releasing Settlement Class Members on the one hand, and Walmart on the other hand, with prejudice, and permanently bar the Releasing Settlement Class Members from further prosecuting any of the Released Claims, subject to the Court's continuing jurisdiction.

14.1.5 Provide that the District Court shall retain continuing jurisdiction over this action with regard to (a) implementation of this Settlement Agreement, (b) disposition of the QSF, and (c) enforcement and administration of this Settlement Agreement.

14.2 Walmart shall cooperate with Settlement Class Counsel as necessary to obtain final approval and the dismissal of the Lawsuit.

15. MUTUAL FULL COOPERATION

15.1 The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to execution of all necessary documents, and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate the terms of this Settlement. As soon as practicable after execution of this Settlement, Settlement Class Counsel shall, with the assistance and cooperation of Walmart and its counsel, take all necessary steps to secure the Court's Final Judgment.

16. STATEMENT OF NO ADMISSION

16.1 Nothing contained in this Agreement shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Walmart. Walmart further denies liability for any alleged wrongdoing, expressly denies liability for the claims asserted, and denies and does not admit any of the pleaded facts not admitted in the Lawsuit. Walmart further disagrees that a class in this Lawsuit is appropriate or authorized under law, other than for purposes of effectuating this Settlement. Nor shall this Agreement constitute an admission by Walmart as to any interpretation of

laws or as to the merits, validity, or accuracy of any claims made against it in the Lawsuit. Likewise, nothing in this Agreement shall be construed or deemed an admission by Plaintiff or the Settlement Class with regards to the validity of any of Walmart's defenses or affirmative defenses. Each of the Parties has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

16.2 The Parties further agree that this Agreement and all of its Exhibits, any Opt Out Requests or Objections, the Court's actions (including Court orders) related to this Settlement, and all other statements, discussions, negotiations, actions, documents or items (including argument of counsel) undertaken by anyone relating to this Settlement are settlement communications or documents and, as such, they: (a) do not constitute, are not intended to constitute, and will not be deemed to constitute an admission by Defendant as to any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity; and (b) shall not be admissible in evidence and shall not be used for any purpose in this Lawsuit or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or proceeding, or any other litigation against Defendant for any purpose, including as evidence of any admission by Defendant of any liability with respect to any claim for damages or other relief, or of the appropriateness of class certification or any element thereof, except in an action or proceeding to approve, interpret, or enforce the terms of this Agreement, including the Release.

17. VOIDING THE AGREEMENT

17.1 Except with respect to the provisions of Section 17.2, in the event that this Settlement is not finally approved, or if for any reason the Settlement Effective Date does not occur, the Settlement and this Agreement shall be deemed null, void, and unenforceable and each Party shall retain all of its respective rights as they existed as of the date notice of the Settlement was first provided to the Court, and neither this Agreement, nor any of its accompanying Exhibits or any orders entered by the Court in connection with this Agreement, shall be admissible or used for any purpose in any subsequent proceedings in this Lawsuit or in any other judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, including any workers' compensation action. Provided, however, Walmart shall not be reimbursed for any monies paid for Notice and Administration Costs reasonably spent by the Settlement Administrator.

17.2 In the event that the Court does not approve the Attorneys' Fees and Litigation Expenses or the Settlement Class Representative Payment in the amount

requested by Settlement Class Counsel, or in the event that the Attorneys' Fees and Litigation Expenses or Settlement Class Representative Payment requested by Settlement Class Counsel is reduced or the Court modifies any of the deadlines or other dates set forth in this Agreement, such findings or orders shall not be a basis for rendering the entire Settlement Agreement null, void, or unenforceable. Settlement Class Counsel retain their right to appeal any decision or order by the Court regarding the Attorneys' Fees and Litigation Expenses.

18. SIGNATORIES' AUTHORITY

18.1 The respective signatories to this Agreement each represent that they are fully authorized to enter into this Settlement on behalf of the respective Parties for submission to the Court for preliminary and final approval.

19. NO PRIOR ASSIGNMENTS

19.1 The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

20. NOTICES

20.1 Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given: (i) on the date given, if given by hand delivery; (ii) within one (1) business day, if sent by overnight delivery services such as Federal Express or similar courier; (iii) on the third business day after mailing by United States registered or certified mail, return receipt requested, or (iv) on the day received for delivery by e-mail. All notices given under this Agreement shall be addressed as follows:

To the Class:

Janelle Carney
JANELLE CARNEY – ATTORNEY
AT LAW, APC
14758 Pipeline Ave., Suite E
Chino Hills, CA 91709-6025
Tel: 909-521-9609
Fax: 909-393-0471
Janelle@JanelleCarneyLaw.com

Joseph Antonelli
Law Office of Joseph Antonelli
14758 Pipeline Ave., Suite E
Chino Hills, CA 91709-6025
Tel: 909-393-0223
Fax: 909-393-0471
JAntonelli@antonellilaw.com

Anna R. Salusky
SALUSKY LAW GROUP
3738 Bayer Ave., Ste. 104
Long Beach, CA 90808
Tel: 562-855-0004
Fax: 562-855-0002
asalusky@saluskylaw.com

Kevin T. Barnes
Gregg Lander
Law Offices of Kevin T. Barnes
1635 Pontius Ave., 2nd Floor
Los Angeles, CA 90025

Tel: 323-549-9100
Fax: 323-549-0101
Barnes@kbarnes.com

Raphael A. Katri
Law Offices of Raphael A. Katri
8549 Wilshire Blvd., Ste. 200
Beverly Hills, CA 90211
Tel: 310-940-2034
Fax: 310-733-5644
RKatri@socallaborlawyers.com

To Walmart:

Aaron T. Winn
DUANE MORRIS LLP
750 B Street, Suite 2900
San Diego, CA 92101-4681
Telephone: 619-744-2222
Facsimile: 619-923-2931
Email: atwinn@duanemorris.com

Naomi Beer
Robert J. Herrington
Matthew R. Gershman
GREENBERG TRAURIG, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067-2121
Telephone: 310-586-7700
Facsimile: 310-586-7800
Email: BeerN@gtlaw.com; HerringtonR@gtlaw.com;
GershmanM@gtlaw.com

21. CONFIDENTIALITY

21.1 Subject to the provisions of Section 22, the negotiations related to this Agreement (including negotiations related to the drafting of this Agreement and any negotiations prior to preliminary approval or between the time of preliminary and

final approval) will remain strictly confidential and shall not be discussed with anyone other than the Settlement Class Representative and Walmart, their retained attorneys, their accountants and financial institutions or tax advisers, their retained consultants, and the Court, unless otherwise agreed to by Settlement Class Counsel and Walmart or unless otherwise ordered by the Court. Notwithstanding the other provisions of this Section, Walmart may disclose the Settlement in filings that it is required to make with the Securities and Exchange Commission, including 10-Q and 10-K filings, or in other disclosures to investors.

22. MEDIA

22.1 The Parties shall agree to language to be used in the event of inquiries from the media regarding this Settlement. Neither the Parties nor their counsel shall contact the media regarding this Settlement. In the event that the Parties or their counsel receive inquiries from the media regarding this Settlement, they shall refer such inquiries to the agreed statement and shall not make any other statements to the media regarding this Settlement.

23. DOCUMENTS AND DISCOVERY

23.1 The destruction or return of documents and discovery shall be governed by the Stipulated Protective Order filed December 21, 2016. ECF 32.

24. MISCELLANEOUS PROVISIONS

24.1 Construction. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and their counsel and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or his counsel participated in the drafting of this Settlement.

24.2 Captions and Interpretations. Paragraph titles or captions contained in this Agreement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision of this Agreement. Each term of this Agreement is contractual and not merely a recital.

24.3 Dates. All dates for events provided in this Agreement based on a number of calendar days, unless the date is expressed in terms of “business days,” which in the case of business days shall be calculated using the same approach as calculating days under Rule 6 of the Federal Rules of Civil Procedure.

24.4 Modification. This Agreement may not be changed, altered, or modified, except in a writing signed by Walmart and Settlement Class Counsel and will not be effective unless approved by the Court. Notwithstanding the foregoing, the Parties agree that any dates contained in this Agreement may be modified by agreement of Walmart and Settlement Class Counsel without Court approval except to the extent that the Court has established a specific hearing date or deadline for filing any motions required by this Settlement. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Walmart and Settlement Class Counsel.

24.5 Integration Clause. This Agreement, the Exhibits hereto, and any other documents delivered pursuant hereto contain the entire agreement between the Parties relating to the resolution of the Lawsuit, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party’s legal counsel, are merged in this Agreement. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced (and in the case of Plaintiff or the Class, by Settlement Class Counsel).

24.6 Binding on Assigns. This Settlement shall be binding upon, and inure to the benefit of, the Releasing Settlement Class Members and Walmart and their respective heirs, trustees, executors, administrators, successors, and assigns.

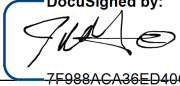
24.7 Counterparts. This Agreement may be executed by DocuSign or scanned PDF, and in any number of counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

24.8 Applicable Law. This Agreement shall be governed by California law without regard to its choice of law or conflicts of law principles or provisions.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Plaintiff and Defendant and their respective undersigned counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: 7/31/2023 PLAINTIFF JUAN GARCIA

By: 
 DocuSigned by: 7F988ACA36ED40C...
JUAN GARCIA

Dated: _____ DEFENDANT WALMART INC.

By: _____,
ON BEHALF OF WALMART INC.

Approved as to form and content on behalf of the named plaintiff and as a substantive recommendation to the court on behalf of the aggrieved employees:

Dated: 7/31/2023

JANELLE CARNEY ATTORNEY AT
LAW, APC

By: 
 DocuSigned by: 7A3414A0973A41C...
Janelle Carney, Counsel for
Plaintiff & Settlement Class Counsel

Dated: _____

SALUSKY LAW GROUP

By: _____
Anna R. Salusky, Counsel for
Plaintiff & Settlement Class Counsel

IN WITNESS WHEREOF, Plaintiff and Defendant and their respective undersigned counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____ PLAINTIFF JUAN GARCIA

By: _____
JUAN GARCIA

Dated: August 1, 2023 | 14:36 CDT DEFENDANT WALMART INC.

By: Chad Pekron,
ON BEHALF OF WALMART INC.

Approved as to form and content on behalf of the named plaintiff and as a substantive recommendation to the court on behalf of the aggrieved employees:

Dated: _____ JANELLE CARNEY ATTORNEY AT
LAW, APC

By: _____
Janelle Carney, Counsel for
Plaintiff & Settlement Class Counsel

Dated: _____ SALUSKY LAW GROUP

By: _____
Anna R. Salusky, Counsel for
Plaintiff & Settlement Class Counsel

IN WITNESS WHEREOF, Plaintiff and Defendant and their respective undersigned counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: _____ PLAINTIFF JUAN GARCIA

By: _____
JUAN GARCIA

Dated: _____ DEFENDANT WALMART INC.

By: _____,
ON BEHALF OF WALMART INC.

Approved as to form and content on behalf of the named plaintiff and as a substantive recommendation to the court on behalf of the aggrieved employees:

Dated: _____ JANELLE CARNEY ATTORNEY AT
LAW, APC

By: _____
Janelle Carney, Counsel for
Plaintiff & Settlement Class Counsel

Dated: 8/1/2023 _____

SALUSKY LAW GROUP

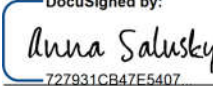
By: 
727931CB47E5407
Anna R. Salusky, Counsel for
Plaintiff & Settlement Class Counsel

Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Garcia v. Wal-Mart Stores, Inc., Case No. Case No.: 5:16-cv-01645 TJH (RAOx) in the United States District Court- Central District of California (“*Garcia* Action”)

If you were employed in a non-exempt (hourly) position at Defendant’s Apple Valley Distribution Center facility from May 17, 2012, through September 28, 2018, then you are entitled to receive money from a class action settlement.

A court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.**WHAT IS IN THIS NOTICE**

1. Why Should You Read This Notice?..... Page 1
2. What Is the Class Action Settlement?..... Page 2
3. How Much Can I Expect to Receive?.....Page 2
4. What Is the Case About?..... Page 2
5. Why Did Walmart Inc., Join in This Notice? Page 3
6. Who is the Plaintiff in This Class Action?..... Page 3
7. Who Are the Attorneys Representing the Parties? Page 3
8. What Are My Rights? How Will My Rights Be Affected? Page 4
9. How Will the Attorneys for the Class and Others Be Paid? Page 5

1. Why Should You Read This Notice?

You have received this notice because records indicate that you are a member of the Settlement Class in this action. The Settlement Class is comprised of all current and former hourly non-exempt employees who work or worked for Walmart Inc. f/k/a Wal-Mart Stores, Inc. (“Defendant”) at Defendant’s Apple Valley Distribution Center facility from May 17, 2012, through September 28, 2018 (referred to here as the “Class Period”). (Non-exempt employees are hourly paid employees eligible for overtime pay. Exempt employees are paid a fixed weekly salary above a certain level, are not eligible for overtime pay, and are not included in this Settlement Class.)

This notice tells you of your rights to share in the Settlement. There was a preliminary approval hearing on _____ at ____ in the United States District Court, State of California, during which the Court preliminarily approved the Settlement. The Court also ordered that you receive this notice.

The Court will hold a final approval hearing concerning the proposed Settlement on _____ at ____ a.m./p.m. in Courtroom 9C, 9th Floor of the United States District Court –

Central District of California, First Street Courthouse, located at 350 W. 1st Street, Los Angeles, CA. 90012. The Final Approval Hearing may be continued to another date without further notice.

2. *What is the Class Action Settlement?*

The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the class members. The Settlement will affect all members of the class. You may get money from the class action Settlement. This notice explains the terms of the Settlement and the amount of money you may receive under the Settlement.

As part of the Settlement, Defendant has agreed to pay a total sum of Two Million, Two Hundred Fifty-Thousand Dollars (\$2,250,000.00) (“Gross Settlement Amount”), which includes all settlement payments, attorneys’ fees and costs, costs of administering the Settlement, the Class Representative Payment for the Plaintiff, and payment to the Labor & Workforce Development Agency.

3. *What Is the Case About?*

The operative Fourth Amended Complaint in this case seeks recovery of allegedly unpaid wages and waiting time penalties under California Labor Code §§ 200, et seq., 510, 511, 1194, 1194.2, 1197, and 1198, as well as Wage Order 9. Plaintiff filed this action on behalf of himself and all others similarly situated, seeking monetary damages for alleged failure to pay wages as well as for Defendant’s alleged violations of California Business and Professions Code (“B&PC”) § 17200, et seq., including full restitution of all compensation retained by Defendant as a result of its allegedly unlawful, fraudulent and unfair business practices. The Plaintiff brought this lawsuit on behalf of himself and all current and former hourly non-exempt employees who work or worked for Defendant at Defendant’s Apple Valley Distribution Center facility from May 17, 2012, through September 28, 2018

Defendant denies the allegations raised in the lawsuit and believes it has no liability for any of Plaintiff’s or the Class Members’ claims under any statute, wage order, common law, or equitable theory.

On or about May 30, 2023, the Parties reached a settlement subject to Court approval (referred to in this notice as the “Settlement” or “Settlement Agreement”). Counsel for Plaintiff and the Settlement Class believe that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Settlement Class Members. Likewise, Defendant has decided to enter the settlement because it avoids the time, risk and expense of a trial and post-trial appeals. Defendant does not admit, concede or imply that it has done anything wrong or legally actionable by settling this lawsuit.

4. How Much Can I Expect to Receive?

“Individual Class Payment”: Defendant’s records indicate that you worked approximately ____ work weeks during the Class Period. Based on these records, your estimated gross payment as a Settlement Class Member would be \$ _____. In addition to this Individual Class Payment, you may be eligible for an Individual PAGA Payment as outlined in the paragraph below.

“Individual PAGA Payment”: Defendant’s records indicate that you worked approximately ____ workweeks between May 16, 2015 through and including July 16, 2017 (the “PAGA Period”). Based on these records, your estimated gross payment as an “Aggrieved Employee” would be \$ _____. As used herein, “Aggrieved Employee” refers to those Settlement Class Members who worked at Walmart’s Apple Valley Distribution Center facility in Apple Valley, California during the PAGA Release Period of May 16, 2015 through and including September 28, 2018.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement. You may contact the Settlement Administrator at ##### in order to confirm your address on file with the Settlement Administrator.

5. Why Did Defendant Join in This Notice?

Defendant has decided to enter the Settlement because it avoids the time, risk and expense of a trial and post-trial appeals, and settlement immediately resolves, finally and completely, the pending and potential claims. Defendant does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Defendant is settling the lawsuit as a compromise. Defendant reserves the right to object to and defend itself against any claim if, for any reason, the Settlement fails. The Court file has the Settlement documents with more information on the lawsuit. You can request copies of the case files by contacting the Settlement Administrator or any of the attorneys in the case for copies of filings (explained more fully in numbered paragraph 7 below).

6. Who is the Plaintiff in This Class Action?

Juan Garcia is the Plaintiff and Class Representative in this class action and PAGA lawsuit. He is acting on behalf of himself and on behalf of other members of the Settlement Class.

////

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////

7. Who Are the Attorneys Representing the Parties?Attorneys for Plaintiffs and the Settlement Class are:

Janelle Carney
 JANELLE CARNEY
 ATTORNEY AT LAW, APC
 14758 Pipeline Ave., Suite E
 Chino Hills, CA 91709-6025
 Tel: 909-521-9609
 Fax: 909-393-0471
 Janelle@JanelleCarneyLaw.com

Joseph Antonelli
 Law Office Of Joseph Antonelli
 14758 Pipeline Ave., Suite E
 Chino Hills, CA 91709-6025
 Tel: 909-393-0223
 Fax: 909-393-0471
 JAntonelli@antonellilaw.com

Anna R. Salusky
 SALUSKY LAW GROUP
 3738 Bayer Ave., Ste. 104
 Long Beach, CA 90808
 Tel: 562-855-0004
 Fax: 562-855-0002
 asalusky@saluskylaw.com

Kevin T. Barnes
 Gregg Lander
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 1635 Pontius Ave., 2nd Floor
 Los Angeles, CA 90025
 Tel: 323-549-9100
 Fax: 323-549-0101
 Barnes@kbarnes.com

Raphael A. Katri
 Law Offices Of
 Raphael A. Katri
 8549 Wilshire Blvd., Ste. 200
 Beverly Hills, CA 90211
 Tel: 310-940-2034
 Fax: 310-733-5644

Attorneys for Defendant are:

DUANE MORRIS LLP
 AARON T. WINN
 atwinn@duanemorris.com
 750 B Street, Suite 2900
 San Diego, CA 92101-4681
 Telephone: 619-744-2222 /
 Facsimile: 619-923-2931

GREENBERG TRAURIG, LLP
 MATTHEW R. GERSHMAN
 GershmanM@gtlaw.com
 1840 Century Park East, Suite 1900
 Los Angeles, CA 90067-2121
 Telephone: 310-586-7700 /
 Facsimile: 310-586-7800

GREENBERG TRAURIG, LLP
 NAOMI BEER
 BeerN@gtlaw.com
 1144 15th St., Suite 3300
 Denver, CO 80202
 Telephone: 303-572-6500 /
 Facsimile: 303-572-6540

RKatri@socalaborlawyers.com	
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8. <i>What are My Rights? How Will My Rights Be Affected?</i>
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Participating in the Settlement

Under the Settlement, you will **automatically** receive an Individual Class Payment unless you opt out by following the opt-out procedure set forth below.

This notice states the total number of workweeks you worked for Defendant during the Class Period. Your Individual Class Payment as a Settlement Class Member will be based on that number. If you believe the information on this notice is correct, then you do not need to take any further action to receive your settlement payment.

If you are also an Aggrieved Employee, you will receive an Individual PAGA Payment regardless of whether you opt out of the Settlement. This notice states the total number of workweeks you worked for Defendant during the PAGA Period. Your Individual PAGA Payment will be based on that number. If you believe the information on this notice is correct, then you do not need to take any further action to receive your settlement PAGA payment.

If you believe the workweek information shown above is incorrect, you should contact the Settlement Administrator listed at the end of this notice on or before [REDACTED]. You should submit to the Settlement Administrator documentation to support the number of workweeks you believe you worked during the Class Period and/or PAGA Period. If there is a dispute about the workweeks you worked, the Settlement Administrator will review the records to resolve the dispute.

NOTE: IF YOU DO NOT OPT OUT OF THE SETTLEMENT, YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON YOUR WORKWEEKS WORKED. IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL RECEIVE ONLY AN INDIVIDUAL PAGA PAYMENT IF YOU ARE ELIGIBLE FOR ONE.

If you are a current employee of Defendant, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to object to the Settlement, you must either appear at the final approval hearing in person or through an attorney (at your cost) as set forth below or submit a written objection stating why you object to the Settlement. The Objection must be signed by you and include your full name, current address, telephone number, last four digits of your Social Security number, case name and number, the reasons for the objection with supporting documents (if any), whether you are represented by an attorney and the contact information of any such attorney, and whether you plan to appear at the final approval hearing. The objection must be mailed by first class U.S. mail to the Settlement Administrator (whose address is listed below) and must be postmarked no later than [REDACTED], 2023.

In addition to making a written objection, if you wish you or your attorney may also and/or alternatively appear at the final approval hearing set for [REDACTED], 2023 at 10:00 a.m. in Courtroom 9C, 9th Floor of the United States District Court – Central District of California, First

Street Courthouse, and discuss your objections with the Court and the Parties. The final approval hearing may be continued to another date without further notice.

The Court is willing to hear from objectors on the day of the final approval hearing without any requirement of prior written objections or deadlines. Settlement Class Members may appear in person for the Final Approval Hearing and should contact the court clerk for Courtroom 9C.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must submit a written request to opt out to the Settlement Administrator at the address below requesting to be excluded from the Settlement. To be considered valid, your opt-out must be signed and dated by you, and contain your full name, current address, telephone number, the last four digits of your Social Security number, and the case name and number. Your opt-out must also clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your opt-out must be postmarked no later than [REDACTED], 2023. Late opt-outs will not be considered.

If you timely mail a complete and valid opt-out, you will no longer be a member of the Settlement Class and you will not be eligible to receive the Individual Class Payment under the Settlement or object to the terms of the Settlement. You will not be bound by the terms of the Settlement unless you are also an Aggrieved Employee in which case you will be bound by the terms of the Settlement and release of the PAGA Released Claims. Individuals who qualify as PAGA Members shall still receive an Individual PAGA Payment and be bound by the release of the PAGA Released Claims, regardless of whether they opt out of the Settlement.

Effect of the Settlement on Your Rights

If the proposed settlement is approved by the Court, a Judgment will be entered by the Court in the class action filed against Defendant, and will release all the “Released Claims” that Settlement Class Members have or may have against the “Released Parties” as set forth in the Settlement Agreement filed with the Court. “Released Claims” means the claims, rights, demands, charges, complaints, causes of action, obligations, damages, penalties, debts, costs and expenses (other than those costs and expenses required to be paid pursuant to the Settlement Agreement), liens, or liabilities of any and every kind that are released, acquitted, and forever discharged as a result of the Settlement Agreement.

The class release states: all Releasing Settlement Class Members do hereby irrevocably release, acquit, and forever discharge all of the Releasees of and from any and all actual or potential claims, rights, demands, charges, complaints, causes of action, obligations damages, penalties, debts, costs, liens, or liabilities of any and every kind that reasonably arise out of the same set of operative facts plead in the original or amended complaints, that reasonably relate to the allegations in the original or amended complaints, or that could have been plead in this Lawsuit.

The PAGA release states: all Aggrieved Employees do hereby irrevocably release, acquit, and forever discharge all of the Releasees of and from any and all actual or potential PAGA claims, rights, demands, charges, complaints, causes of action, obligations damages, penalties, debts,

costs and expenses (other than those payments, costs, and expenses required to be paid pursuant to this Settlement), liens, or liabilities of any and every kind, that reasonably arise out of the same set of operative facts plead in the original or any subsequent amended complaint, or that are reasonably related to the allegations in the original or any subsequent amended complaint with respect to PAGA, during the PAGA Release Period.

Regardless of whether an individual opts out of the Settlement, all PAGA Members will be deemed to have released the Releasees of all released claims in the PAGA release.

9. *How Will the Attorneys for the Class and Others Be Paid?*

The attorneys for the Class Representative and the Settlement Class will be paid from the Gross Settlement Amount of \$2,250,000.00. The attorneys are seeking a fee of \$750,000.00, as well as reimbursement of their costs, up to \$260,000.00. Plaintiff Garcia is seeking a Class Representative Payment of \$20,000.00 from the Settlement for his service as the Class Representative. The Settlement Administrator estimates that the cost of administration will not exceed \$27,110.00. The Labor and Workforce Development Agency (“LWDA”) will receive \$75,000.00 from the Settlement. All these amounts are to be deducted from the Gross Settlement Amount of \$2,250,000.00, with the remainder available for distributions to Class Members who do not opt out and PAGA Members. While the \$2,250,000.00 Gross Settlement Amount is fixed, the actual amounts awarded to Class Counsel, the Class Representative, the LWDA, and the Settlement Administrator and deducted from the Gross Settlement Amount will be determined by the Court.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Settlement Class Counsel listed above at Paragraph 7, or call the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Garcia v. Wal-Mart Stores, Inc. Settlement.

Garcia v. Wal-Mart Stores, Inc. Settlement Administrator
c/o Rust Consulting, Inc.

#####

You can find a copy of the Settlement Agreement attached as **Exhibit 1** to the Declaration of Janelle Carney in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement filed on _____, 2023 at the United States District Court – Central District of California, First Street Courthouse located at 350 W. 1st Street, Los Angeles, CA. 90012 – Courtroom 9C You can direct any inquiries to the Settlement Administrator or counsel in this matter at the email addresses above to receive copies of any filings.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

By Order of the United States District Court – Central District of California.

Exhibit B

Janelle Carney, Esq. (Bar No. 201570)
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E, 2nd Floor
Chino Hills, CA 91709
Tel.: (909) 521-9609 / Fax: (909) 393-0471
Email: Janelle@JanelleCarneyLaw.com

Kevin T. Barnes, Esq. (Bar No. 138477)
Gregg Lander, Esq. (Bar No. 194018)
LAW OFFICES OF KEVIN T. BARNES
1635 Pontius Ave., 2nd Floor
Los Angeles CA 90025
Tel.: (323) 549-9100 / Fax: (323) 549-0101
Email: Barnes@kbarnes.com

Attorneys for Plaintiff JUAN GARCIA, on behalf of himself
and all others similarly situated and the general public
(additional counsel listed on next page)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JUAN GARCIA, on behalf of himself
and all others similarly situated and the
general public,

Plaintiff,

v.

WAL-MART STORES, INC., a
Delaware corporation; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 5:16-cv-01645 TJH (RAOx)
Hon. Terry J. Hatter
Courtroom: 9B, 9th Floor

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION AND PAGA
SETTLEMENT; [PROPOSED]
JUDGMENT**

Action Filed: May 17, 2016
Removal Date: July 28, 2016

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT; [PROPOSED] JUDGMENT**

ACTIVE 688147597v4

1 Joseph Antonelli, Esq. (Bar No. 137039)
2 **LAW OFFICE OF JOSEPH ANTONELLI**
3 14758 Pipeline Ave., Suite E, 2nd Floor
4 Chino Hills, CA 91709
5 Tel.: (909) 393-0223 / Fax: (909) 393-0471
6 Email: JAntonelli@antonellilaw.com

7 Anna R. Salusky, Esq. (SBN:222484)
8 **SALUSKY LAW GROUP, APC**
9 3738 Bayer Avenue, Suite 104
10 Long Beach, CA 90808
11 Tel: (562)855-0004/ Fax: (562)855-0002
12 asalusky@saluskylaw.com

13 Attorneys for Plaintiff JUAN GARCIA, on behalf of himself
14 and all others similarly situated and the general public
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**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT; [PROPOSED] JUDGMENT**

ACTIVE 688147597v4

1 This matter was submitted and taken under submission.

2 In accordance with the Preliminary Approval Order entered on
3 _____, Settlement Class Members were given notice of the terms of the
4 Settlement and how to participate in the settlement. Settlement Class Members
5 were given the opportunity to request exclusion, comment upon or object to the
6 settlement or any of its terms. Having received and considered the proposed
7 Settlement, the supporting papers filed by the parties, and the evidence and
8 argument received by the Court in conjunction with the Motion for Preliminary
9 Approval of Class Action Settlement and Motion for Final Approval of Class
10 Action Settlement, the Court grants final approval of the Settlement and HEREBY
11 ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Preliminary Approval Order entered on
13 _____, a Notice describing the settlement was mailed to each of the
14 _____ Settlement Class Members via first-class U.S. Mail. Further, the notice was
15 posted on the Settlement Administrator's website. The Notice informed the
16 Settlement Class of the terms of the Settlement, their right to receive their
17 proportional share of the Settlement, of their right to request exclusion, of their
18 right to comment upon or object to the Settlement, and of their right to appear in
19 person or by counsel at the final approval hearing and to be heard regarding
20 approval of the Settlement.

21 2. The Court finds and determines that this notice procedure afforded
22 adequate protections to Settlement Class Members and provides the basis for the
23 Court to make an informed decision regarding approval of the Settlement based on
24 the response of the Class. The Court finds and determines that the notice to the
25 Settlement Class as was provided in this case was the best notice practicable,
26 which satisfied the requirements of law and due process.

1 3. The Court further finds and determines that the terms of the
2 Settlement are fair, reasonable and adequate to the Settlement Class and that the
3 Settlement is ordered finally approved, and that all terms and provisions of the
4 Settlement should be and hereby are ordered to be consummated.

5 4. The Court finds and determines that Settlement payments to be paid to
6 all members of the Settlement Class who did not opt out are fair and reasonable.
7 The Court hereby grants final approval to and orders the payment of those amounts
8 to those Settlement Class Members who did not opt-out in accordance with the
9 terms of the Settlement Agreement.

10 5. The Court finds and determines that the payment to be paid to the
11 California Labor and Workforce Development Agency ("LWDA") and to allegedly
12 Aggrieved Employees to satisfy alleged Labor Code violations pursuant to the
13 California Labor Code's Private Attorneys General Act of 2004 ("PAGA") in the
14 sum of \$75,000.00 (75% of \$100,000.00) and \$25,000 to allegedly Aggrieved
15 Employees (25% of \$100,000) is fair and reasonable. The Court hereby grants final
16 approval to and orders the payments to Labor and Workforce Development
17 Agency and to the allegedly Aggrieved Employees in accordance with the terms of
18 the Settlement Agreement.

19 6. The Court determines that the Settlement Class Representative
20 Payment to Settlement Class Representative Juan Garcia in the sum of
21 \$_____.00. This payment is determined to be reasonable and fair under the
22 circumstances of this case and for the work performed by the Settlement Class
23 Representative. Furthermore, the Settlement Class Representative received
24 compensation in exchange for a full release including waiver of all Civil Code §
25 1542 claims that the Settlement Class Representative is providing.

The Court finds that Settlement Class Counsel, having conferred a benefit on Settlement Class Members and having expended efforts to secure a benefit to the Settlement Class, is entitled to a fee and accordingly, the Court approves the application of Settlement Class Counsel for \$750,000.00 for their Attorneys' Fees, and up to \$260,000.00 for their Litigation Expenses.

9. Accordingly, Plaintiff shall recover, from the common fund established by the Settlement Agreement, \$750,000.00 for Attorneys' Fees Those amounts shall be paid from the Class Settlement Amount by the Settlement Administrator to Class Counsel, as follows:

3

1. Law Office of Joseph Antonelli: _____
2. Janelle Carney – Attorney at Law, APC: _____
3. Law Offices of Kevin T. Barnes: _____
4. Law Offices of Raphael A. Katri: _____
5. Salusky Law Group, APC: _____

10. The Court further approves payment of the fees and costs of the appointed Settlement Administrator Rust Consulting, Inc., of \$_____ for services rendered and to be rendered in connection with the completion of its duties pursuant to the terms of the Settlement.

11. The Court further approves Settlement Class Counsels' Litigation Expenses, as follows:

1. Law Office of Joseph Antonelli: _____
2. Janelle Carney – Attorney at Law, APC: _____
3. Law Offices of Kevin T. Barnes: _____
4. Law Offices of Raphael A. Katri: _____
5. Salusky Law Group, APC: _____

12. Within thirty (30) calendar days following the Settlement Effective Date, Walmart shall transfer the balance of the Class Settlement Amount to the QSF.

A. Once the final Individual Settlement Payment Amounts are known, the Settlement Administrator shall also calculate any additional amounts to be paid by Walmart for the employer's share of payroll taxes and shall provide notice to Walmart, in writing, of the amount to be transferred and an account, other than the QSF, into which to transfer such funds. Within ten (10) business days of its receipt of such written notice, Walmart shall transfer such amount to an account other than the QSF as directed by the Settlement Administrator.

1 B. The Settlement Administrator will distribute the money in the
2 QSF by making the following payments:

- 3 1. Paying the amount awarded by the Court for Attorneys' Fees
4 and Litigation Expenses within three (3) business days after the
5 receipt of the funds transferred by Walmart to the QSF.
- 6 2. Paying the amount awarded by the Court for the Settlement
7 Class Representative Payment to the Settlement Class
8 Representative within three (3) business days after the receipt
9 of the funds transferred by Walmart to the QSF.
- 10 3. Paying the amount awarded by the Court for the LWDA
11 Penalty Payment to the LWDA within three (3) business days
12 after the receipt of funds transferred by Walmart to the QSF.
- 13 4. Paying the court-approved Individual Settlement Payment
14 Amounts to Settlement Class Members and the court-approved
15 Individual PAGA Payments to Aggrieved Employees from the
16 from the Net Settlement Amount within thirty (30) days after the
17 receipt of (i) the funds transferred by Walmart to the QSF and (ii)
18 the funds transferred by Walmart to an account other than the QSF,
19 if necessary, for purposes of the employers' share of payroll taxes
20 pursuant to Section 10.1.3, whichever is later.

21 C. Settlement Class Members and Aggrieved Employees will have 180
22 days from the date the settlement checks are mailed to cash or deposit their
23 settlement checks. Thirty (30) days prior to the close of the 180-day period, the
24 Settlement Administrator will send a reminder postcard to those Settlement Class
25 Members and/or Aggrieved Employees who have not cashed their settlement
26 checks.

1 D. At the expiration of the period for redeeming final payments, the
2 Settlement Administrator shall advise Walmart's Counsel and Settlement Class
3 Counsel what amount, if any, remains in the QSF. Unless otherwise provided by
4 law, any uncashed settlement checks shall be delivered to the California State
5 Controller's Office pursuant to the California Unclaimed Property Law in the name
6 of the Settlement Class Member and/or Aggrieved Employee.

7 13. The Court retains jurisdiction over the administration and effectuation
8 of the Settlement including, but not limited to, the ultimate disbursement to the
9 participating Settlement Class Members and/or Aggrieved Employees, payment of
10 attorneys' fees and costs, the enhancement award to the Settlement Class
11 Representative, and the claims administration expenses and other issues related to
12 this Settlement.

13 14. Without affecting the finality of this order in any way, the Court
14 retains jurisdiction of all matters relating to the interpretation, administration,
15 implementation, effectuation and enforcement of this Order and the Settlement.

16 15. The Court hereby enters final judgment in this case accordance with
17 the terms of the Settlement Agreement, Order Granting Preliminary Approval of
18 Class Action Settlement, and this Order Granting Final Approval of the Class
19 Action and PAGA Settlement. Accordingly, subject to the foregoing, this action is
20 hereby dismissed with prejudice, and the Released Claims (as defined in the
21 approved Settlement Agreement) are hereby released, with the exception of any
22 claims that may be retained by Settlement Class Members who excluded
23 themselves from the Settlement.

24
25 Dated: _____

26 _____
27 Hon. Terry J. Hatter,
UNITED STATES DISTRICT JUDGE

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Exhibit 2

Janelle Carney - Attorney at Law, APC

Garcia v. Walmart Cost Accounting

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
Ordinary Income/Expenses							
Expenses							
Court Costs							
05/25/2022	Expense		janney & janney	filing costs	citibank	155.00	155.00
06/16/2022	Expense		janney & janney	JANNEY & JANNEY ATTORNEY	Capitol One Credit card	120.00	275.00
07/06/2022	Expense		janney & janney	filing costs	citibank	65.00	340.00
09/08/2022	Expense		janney & janney	JANNEY & JANNEY ATTORN 213-6286338 CA	citibank	50.00	390.00
09/12/2022	Expense		janney & janney	filing costs	citibank	50.00	440.00
05/20/2023	Expense		janney & janney	filing costs	Capitol One Credit card	113.30	553.30
06/30/2023	Expense		janney & janney	JANNEY & JANNEY ATTORN 213-6286338 CA	citibank	56.65	609.95
Total for Court Costs						\$609.95	
expert witness							
06/23/2022	Check		econ one	CHECK 1158	Checking (9585)	406.13	406.13
07/26/2022	Check	1169	econ one	CHECK 1169	Checking (9585)	741.00	1,147.13
12/01/2022	Check	1194	econ one	CHECK 1194	Checking (9585)	67.69	1,214.82
Total for expert witness						\$1,214.82	
Job Supplies							
06/02/2022	Expense		Amazon	DEBIT PURCHASE May 31 5931 AMZN MKTP US*A50V62CV AMZN.COM/BILL WA 22152	Checking (9585)	30.70	30.70
Total for Job Supplies						\$30.70	
Legal & Professional Services							
05/10/2023	Expense		JAMS	OTHER DECREASE JAMS ADR 9492241810051023	Checking (9585)	2,487.50	2,487.50
05/10/2023	Expense		JAMS	OTHER DECREASE JAMS ADR 9492241810051023	Checking (9585)	2,487.50	4,975.00
Total for Legal & Professional Services						\$4,975.00	
Meals & Entertainment							
05/08/2023	Expense			CHERRY PICK CAFE Los Angeles CA XXXX-XXXXXX-41003 - JANELLE CARNEY	american express	21.79	21.79
Total for Meals						\$21.79	
mileage							
05/11/2023	Expense		Janelle Carney Personal	Mileage	Checking (9585)	22.14	22.14
Total for mileage						\$22.14	
Reimbursable Expenses							
08/25/2022	Expense		infinite conferencing	conference call costs	Checking (9585)	7.66	7.66
12/21/2022	Expense			DEBIT PURCHASE Dec 19 5931 AUTO PARK 10-BROADWAY LOS ANGELES CA 22354	Checking (9585)	20.00	27.66
12/22/2022	Expense			DEBIT PURCHASE Dec 19 5931 HILL STREET LOS ANGELES CA 22355	Checking (9585)	57.18	84.84
05/11/2023	Expense		parking	DEBIT PURCHASE May 08 5931 PCAM ARCHDIOCESE LOS ANGELES CA 23130	Checking (9585)	24.00	108.84
05/25/2023	Expense		Liti Land Reprographics	LITI LAND REPROGRAPHIC LOSANGELES CA	citibank	1,641.73	1,750.57
Total for Reimbursable Expenses						\$1,750.57	
Total for Expenses						\$8,624.97	

Exhibit 3

Joseph Antonelli Law Office

14758 Pipeline Avenue
Suite E, 2nd Floor
Chino Hills, California
USA 91709

Juan Garcia
6140 Monterey Road Apt 310
Los Angeles CA 90042

Date: 8/1/2023
File Number: 62079/
Invoice Number: Draft

Re: WDC (Gracia v. Walmart Dist Ctr)

<u>Date</u>	<u>Initials</u>	<u>Description of Service</u>	<u>Hours</u>	<u>Amount</u>
04/28/2016	JC	Research AWS items; Meet W/Client and Raphy (2.)	2.00	1,500.00
04/29/2016	JC	Initial Letter W/client Rep. Interview Enclosure (1.10)	1.10	825.00
05/11/2016	JC	Draft of LWDA Ltr (2.5)	2.50	1,875.00
05/13/2016	JC	Email LWDA Ltr to CO-Counsel; Review Edits; Prep Complaint (7.); Review DLSR Response (.4)	7.40	5,550.00
05/16/2016	JW	Outside Contractor J. Wilkinson (Paralegal Services)	10.60	1,590.00
05/20/2016	JC	Status Ltr to Client Re:filing of complaint (.8)	0.80	600.00
05/24/2016	JC	Initial Round of Discovery (3.5.)	3.50	2,625.00
05/25/2016	JC	Notice of Posting Jury Fee (.40)	0.40	300.00
06/02/2016	JW	Outside Contractor J. Wilkinson (Paralegal Services)	9.90	1,485.00
06/02/2016	JC	Prepare FAC (1.5) Prepare Telephone Intake for Callers (1.5)	3.00	2,250.00
06/16/2016	JW	Outside Contractor J. Wilkinson (Paralegal Services)	0.50	75.00
06/30/2016	JA	Review File & Draft Status to Client (1.5)	1.50	1,200.00
07/01/2016	JW	Outside Contractor J. Wilkinson (Paralegal Services)	2.00	300.00
07/28/2016	JC	Review Answer to FAC (1.)	1.00	750.00
08/01/2016	JC	Emails with CO-Counsel Re:Discovery and Removal; (.8) LR Judicial Cannons Re: Assignment to BRO (1.); Prep Demand for Jury and Ntc of interested Parties (.8) Review Removal and Prepare Meet and Confer Ltr to OPC Re:Remand (2.5)	5.10	3,825.00
08/05/2016	JC	Telephone call with Steven C. Gonzalez - Spoke regarding meet and confer re remand (.3) LR issues prior to call and discuss w/ JA (1.) prep stip to continue 90 days (1.); Ntc of orders re osc and removal (.8)	3.10	2,325.00
08/08/2016	JA	Review Judge O'Connor Scheduling Order & Standing Order & Cal Dates (1.5); Draft Client Status Letter w/ Orders (.80)	2.30	1,840.00
08/16/2016	JC	Prepare order for stip (.8)	0.80	600.00
08/17/2016	JC	LR and Email to opc re meet and confer re timeliness and stip (.8)	0.80	600.00
08/22/2016	JW	Outside Contractor J. Wilkinson (Paralegal Services)	1.40	210.00
08/23/2016	JC	WDC review Email and Redline Changes to the Stip; Reviewed GL and LR on the Issue of Service (1.)	1.00	750.00
08/24/2016	JC	Prepare Objections to Decl of Egbert; Prepare Motion for Remand and Research Additional Cases etc (8.)	8.00	6,000.00
08/25/2016	JC	Continued Work on Remand and LR (3.)	3.00	2,250.00
08/26/2016	JC	Continued Work on Remand, Decl JC, rjn and obj to egbert decl. (3.)	3.00	2,250.00
08/29/2016	JC	Final all Papers/Hyperlink, and Prep. Proo (5.)	5.00	3,750.00

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09/01/2016	JW	Outside Contractor J. Wilkinson (Paralegal Services)	23.60	3,540.00
09/06/2016	JC	Review the DLSR Documents and Prep Numbers for Remand Reply (1.5)	1.50	1,125.00
09/09/2016	JC	Telephone Call to David Markham - Spoke Regarding His Client's Case (.3)	0.30	225.00
09/19/2016	JA	Telephone Call to David Markham - Spoke & Memo to File (.50)	0.50	400.00
09/19/2016	JW	Outside Contractor J. Wilkinson (Paralegal Services)	3.10	465.00
09/21/2016	JC	Email OPC W/ Request to Set Rule 26 Conference (.4) Update Sprogs and RFPDS W/ Additional AWS Discovery and Affirmative Defense Discovery and Prep RFAs (2.5); Draft of PMQ Depo. Ntc (Federal) (3.5)	6.40	4,800.00
09/23/2016	JC	Email Corresp. W/ OPC re: Rule 26 Meeting (.4); Draft of Rule 26 Joint Report W/ Plaintiff's Positions in Prep for Rule 26 Call (1.5)	1.90	1,425.00
09/27/2016	JA	Prepare Notes for JT. Report Conference (.50); Telephone call to Steven C. Gonzalez, Anthony Sbardellatti, Anthony Gomes, & Janelle Carney re: JT Report & Memo to File (.60); Review & Revise JT. Report (.60)	1.70	1,360.00
09/27/2016	JC	Review Scheduling Order in Prep for Call W/ OPC re: Rule 26; Revise Joint Statement Based on Rule 26 Convo. Finalize Disc. to be Served; Various Email Corresp. W/ OPC re: Rule 26 Disclosures, Disc. and Sprogs (5.); Telephone Call to Steven C. Gonzalez - Spoke W/ all Three Defense Counsel and JA re: Rule 26 Conference (.7)	5.70	4,275.00
09/28/2016	JC	Review Oppo. to Remand and Start Work on Reply; Prep Obj to Supplemental Decl. Egbert (5.5)	5.50	4,125.00
09/29/2016	JC	Continued Work on Reply (3.)	3.00	2,250.00
09/30/2016	JC	Continued Work on Reply and Objection and Additional LR (5.)	5.00	3,750.00
10/02/2016	JA	LR Reply Brief & Review Oppo. (3.8); Revise Reply Brief Remand (1.3)	5.10	4,080.00
10/03/2016	JW	Outside Contractor J. Wilkinson (Paralegal Services)	29.10	4,365.00
10/03/2016	JC	Prep Decl. JC and Finalize Reply / Obj (2.)	2.00	1,500.00
10/04/2016	JC	Email Client Discovery (.8)	0.80	600.00
10/05/2016	JC	Initial Disclosures (1.)	1.00	750.00
10/06/2016	JC	Revise Initial Disclosures (.8); Ltr to Client re: Initial Disclosures (.8)	1.60	1,200.00
10/11/2016	JC	Email Corresp. W/ OPC re: Status of Joint Report (.4)	0.40	300.00
10/12/2016	JC	Obj to Depo of Garcia; Depo Ntcs of Three HR individuals (1.3)	1.30	975.00
10/14/2016	JC	Revisions to Joint Report and Final Report/ Emails W/ OPC; Review Court's Order re: Remand (2.)	2.00	1,500.00
10/15/2016	JC	Email to OPC W/ Trial Schedule Doc We Have to Submit (.4); Work on Sprog Objections and Responses (2.5)	2.90	2,175.00
10/17/2016	JW	Outside Contractor J. Wilkinson (Paralegal Services)	35.90	5,385.00
10/17/2016	JC	Continued Work on Sprogs (2.5)	2.50	1,875.00
10/18/2016	JC	Email Corresp W/ OPC re: Extensions to Discovery (.4)	0.40	300.00
10/20/2016	JC	Review OPC Initial Disclosures (.8)	0.80	600.00
10/23/2016	JA	Review Tolling Cases & Draft Calculations (1.5)	1.50	1,200.00
10/24/2016	JA	Review Initial Disclosures & Pleadings for Rule 26 Hrg (1.5); Travel & Attend Rule 26 Scheduling Conference (4.20)	5.70	4,560.00
10/24/2016	JC	Travel and Attend Rule 26 Scheduling Conference (2.)	2.00	1,500.00
10/25/2016	JC	Review Court's Minute Order for Mediation Completion Deadline (.5); Email Corresp. W/ Jams re: Judge West and Corresp. W/ OPC (.8) Revise Ltr to OPC re: SAC (1.8)	3.10	2,325.00
10/26/2016	JC	Prepare SAC to Accompany Ltr (1.5) Email Corresp. W/ OPC (.4); Status Ltr to the Client (.8); Mediation Wish List Ltr (1.5)	4.20	3,150.00
10/27/2016	JC	Status Letter to Client re: Scheduling Conference Results and Trial Date Set [1.0] Email Corresp. W/ OPC (.4)	1.40	1,050.00
10/31/2016	JC	Telephone Call to Anthony D. Sbardellati - Spoke Regarding the Amended Pleading (.3)	0.30	225.00

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11/03/2016	JC	Draft Responses to Set Two Sprogs and RFPD (1.5)	1.50	1,125.00
11/04/2016	JC	Email Corresp. W/ OPC re: Deposition Scheduling (.8)	0.80	600.00
11/11/2016	JC	Review and Revise Sprogs and RFPDs Set 2 (.8)	0.80	600.00
11/14/2016	JC	Review Proposed Protective Order and Make Redline Changes (1.5)	1.50	1,125.00
11/16/2016	JW	Outside Contractor J. Wilkinson (Paralegal Services); Outside Contractor J. Wilkinson (Paralegal Services)	12.90	1,935.00
11/16/2016	JW	Outside Contractor J. Wilkinson (Paralegal Services)	1.10	165.00
11/16/2016	JC	Email Corresp. W/ OPC re: Proposed Protective Order (.4); Finalize the Responses to Sprogs Set 2 and RFPD set 2 after Researching Records and Transcript from Prior Walmart Case (2.)	2.40	1,800.00
11/17/2016	JC	Email Corresp. W/ OPC re: Redline Changes to Stip (.8)	0.80	600.00
11/18/2016	JC	Draft stip re amended complaint (.8) revise sprogs set one and RFPD set one responses (3.5) finalize responses to Sprogs set 2 and RFPD set 2 and review production and review additional docs for production of docs set 1 (2.)	6.30	4,725.00
11/28/2016	JA	Review & Revise Responses to SP Rogs (1.8); Review Discovery Letter (.30); Draft Letter to OPC re: Stolen Thumb Drive (.70)	2.80	2,240.00
11/30/2016	JA	Review Assignment, receive, download, review pleadings and M/C letter from O/C, research Judge O'Connell, Research Extent of Deference Federal Court may show state law on certification, PAGA Discovery as possible Basis for merits discovery, other discovery issues, electronic discovery issues	7.20	5,760.00
11/30/2016	js	WDC – review assignment, receive, download, review pleadings and M/C letter from O/C, research Judge O'Connell, research extent of Deference federal court may show state law on certification, PAGA discovery as possible basis for “merits” discovery, other discovery issues, electronic discovery issues. (7.2)	7.20	4,320.00
11/30/2016	JC	Email corresp w/ paralegal re discovery (.8) review file for corresp on the protective order and email OPC re redline changes (.5); Email opc stip to amend and amended complaint to remove auto deduct and on call and Depo scheduling (.8)	2.10	1,575.00
12/01/2016	JA	Telephone call to Dr. Brian Kriegler & Rayna & Memo to File (.90)	0.90	720.00
12/01/2016	JW	Outside Contractor J. Wilkinson (Paralegal Services)	8.70	1,305.00
12/01/2016	JC	Review objections to three depo nts (.8); Premises inspection demand for Red Bluff (.8); Draft of a stip/ order neutral mailer proposed ltr (2.)	3.60	2,700.00
12/02/2016	js	WDC – received flash drive, review documents. Memo re Sbardelatti ltr, and response JC, review WDC discovery responses, (2.8)	2.80	1,680.00
12/02/2016	JC	Email corresp w/ OPC re stip / neutral ltr (.4) review stoneman memo re discovery and prepare items needed to focus on (1.)	1.40	1,050.00
12/02/2016	AI	Responsible Lawyer -- James Stoneman 11.30.16 (1.2)	1.20	720.00
12/03/2016	js	WDC – Review documents, draft tracking memo re docs, receive, review Def Answer, draft Meet/Confer letter to Sbardelatti (3.4)	3.40	2,040.00
12/05/2016	js	WDC – Research review docs, draft/finalize Meet/Confer ltr Sbardellati re discovery responses, follow up w/ JC re changes (4.8)	4.80	2,880.00
12/05/2016	JC	Review paralegal draft ltr response to OPC ltr and meet and confer on discovery issues, make revisions and send for final (1.5)	1.50	1,125.00
12/06/2016	js	WDC – continue document review, memo (3.1)	3.10	1,860.00
12/06/2016	JC	Ltr to opc w/ verification (.4)	0.40	300.00

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12/07/2016	js	WDC – continue document review, draft memo, research re distribution facilities. JA authorizes document summary project (5.6)	5.60	3,360.00
12/08/2016	js	WDC – review pleadings, research. Review orders, Carrillo case. (3.6)	3.60	2,160.00
12/08/2016	JC	Email to sean berger request analysis.(.4)	0.40	300.00
12/09/2016	js	WDC – review pleadings, doc review, ongoing memo (4.5)	4.50	2,700.00
12/11/2016	js	WDC – research AWS elections and reporting to DIR. Red Bluff election 06. Porterville election 03. (2.1)	2.10	1,260.00
12/12/2016	js	Continue memo to JA/JC re WDC document review. Review JC email, [REDACTED] other docs re discovery issues. (1.9)	1.90	1,140.00
12/12/2016	JC	Email corresp w/ paralegal re additional disc (.3) email corresp following up w/ OPC re stip for neutral mailer (.4) follow up w/ OPC re stip for amending the complaint (.4)	1.10	825.00
12/13/2016	js	complete memo re WDC document production. To JA/JC. Internet research re Distribution Centers. Review JC response re AWS and DCs that are covered by Garcia. Send White Paper link. Email re doc demands/Protective Order. Research re Sam's Club as related to WM (2.7)	2.70	1,620.00
12/13/2016	JC	Email corresp w/ OPC re mailing to the class (.4); Review paystub/memo and email corresp w/ paralegal (1.) email re additional disc (.4)	1.80	1,350.00
12/14/2016	js	WDC- misc. Review docs re new assignment – Meet/Confer ltr to Sbardellatti re PMQ objections. Research. Draft M/C ltr. (1.4)	1.40	840.00
12/14/2016	JC	Reivew/revise and finalize RFPD next in order (1.5)	1.50	1,125.00
12/15/2016	JA	Telephone call to Anthony D. Sbardellatti & James Stoneman re: Discovery Issues & Memo to File (.60)	0.60	480.00
12/15/2016	js	WDC – Draft/finalize M/C ltr to Sbardellatti re PMQ issues. (2.1) Mtg. JA re Dist. Centers issues, call to Sbardellatti. (0.5) Review Second Set Document Demands. Draft possible future doc demands, interrogatories. (1.9) Draft memo re California Dist Centers for JA, memo. (1.0)	5.50	3,300.00
12/15/2016	JW	Outside Contractor J. Wilkinson (Paralegal Services)	12.00	1,800.00
12/15/2016	JC	Review memo and meet and confer ltr on the PMQ depo and final (1.)	1.00	750.00
12/16/2016	JA	Research WDC Locations & Investigate (2.2)	2.20	1,760.00
12/16/2016	js	WDC Review JA email, Research, prep list of Logistics facilities, Memo to JA, JC re WDC facilities, review Joint Report (1.8) Initial Draft ltr to Spardellatti re WDC doc production deficiencies (1.5)	3.30	1,980.00
12/17/2016	js	WDC Draft Supplemental Discovery Requests, revise, Transmit (1.4)	1.40	840.00
12/18/2016	JA	Draft Corresp to OPC re: WDC Locations & Claims (1.40)	1.40	1,120.00
12/19/2016	js	WDC Draft ltr to AS, add'l review WDC Doc Production 1 (5.6)	5.60	3,360.00
12/19/2016	JC	Email corresp w/ clerk re word version of the stipulated protective order (.4)	0.40	300.00
12/19/2016	AI	[REDACTED] (7.8)	7.80	4,680.00
12/20/2016	JA	Review OPC Corresp re: Facts to Support Location Claims (.40); Draf Memo to Mr. Stoneman (.30)	0.70	560.00
12/20/2016	js	WDC Revise, fwd Memo to JA, JC re AWS situation, AS email Review AS ltr re 12.15 disc w/ JA, T/C JA/JC/JPS, misc Emails re DLSE complaints requested, Draft/send memo to JA/JC re info we have on the DCs from DIR, WDC, misc discs w/JA, JC. (3.1)	3.10	1,860.00
12/21/2016	js	WDC Draft ltr to AS re doc production now that P.O. entered. (0.7)	0.70	420.00
12/21/2016	JC	Email corresp w/ the clerk and review entered order re protective order (.8)	0.80	600.00
12/22/2016	JC	Email corresp w/ OPC re disc (.8)	0.80	600.00
12/27/2016	js	WDC Draft new RFA, ideas for new discovery etc. (1.3)	1.30	780.00

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12/28/2016	js	WDC Review ltr from AC, research, preliminary draft Response M/C ltr. (5.4)	5.40	3,240.00
12/29/2016	js	WDC Research, review – Englund Dec., PACER research re other WM removals (2.4)	2.40	1,440.00
12/29/2016	JC	Review email from opc (.8) prep ltr to OPC re protective order docs (.5) RFA and Sprogs next in order (2.)	3.30	2,475.00
01/03/2017	js	WDC Draft response to AS ltr 12.28. Research, review other WM logistics cases removed in other states. (4.3)	4.30	2,580.00
01/05/2017	js	WDC Draft response AS letter. Memo to JA/JS (2.9)	2.90	1,740.00
01/06/2017	js	WDC Finalize response to 12.28 ltr. Review 1.6.17 (new) letter from AS. Start draft of response. Review previous ltr 11.23, extensive	6.30	3,780.00
		Review of Rule 11 law, sanctions cases. (5.8) WDC Review AWS documents (CA DIR and WDS) (0.5)		
01/06/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	5.40	810.00
01/06/2017	JC	Review paralegal ltr and update and revise and final (1.) email corresp w/ OPC (.4)	1.40	1,050.00
01/07/2017	js	WDC Review Egbert. Research re Egbert and Englund hx with WM. Download cases relevant to response to AS correspondence. Research law re signif of German, other WM removals, etc. Extensive PACER search. Fletcher case/remand, Schneider cases, Sinohui, Salgado, etc. WM removal hx re removal in other states, etc. Review email from JC, report from expert Sean, analysis, email to JA/JC (8.5)	8.50	5,100.00
01/10/2017	JA	Telephone call to Mr. James P. Stoneman - spoke re: [REDACTED] on Discovery Motions (.40); Telephone call to Anthony D. Sbardellati - spoke & Memo to File re: Discovery Issues (.40); Draft Memo to LOJA & Corresp to OPC (1.4)	2.20	1,760.00
01/10/2017	js	WDC Draft ltr resp to 1.6 AS letter, research, review email from Yumi, etc. (2.3)	2.30	1,380.00
01/11/2017	js	WDC Continue, finalize draft ltr response to AS 1.6 ltr. Final to JC.	4.30	2,580.00
		Review copy sent. (4.3)		
01/11/2017	JC	Email corresp w/ OPC (.4) review/ edit paralegal meet and confer ltr to OPC (1.)	1.40	1,050.00
01/12/2017	js	WDC Review L.R. 37 re Conference requirements M/C prior to Disco Motion. Start prep for memo JC/JA for M/C 1-18 (2.7)	2.70	1,620.00
01/12/2017	JC	Finalize ltr to opc and email corresp w/ OPC (1.); Email corresp w/ Berger (.40)	1.40	1,050.00
01/13/2017	js	WDC Review, analyze Sean Berger report and JC email re short shifts. (0.4)	0.40	240.00
01/13/2017	JC	Review and make redline changes to stip to continue dates (1.)	1.00	750.00
01/16/2017	JA	Review & Revise Stip re: Continue Cert & Trial Dates (1.0)	1.00	800.00
01/16/2017	js	WDC Review M/C letters, prelim draft memo for 1/18 conference. (3.2)	3.20	1,920.00
01/16/2017	JC	Corres w/ OPC w/ redline changes to the stip (.8)	0.80	600.00
01/17/2017	js	WDC Final draft memo re M/C for 1-18 conference (1.3)	1.30	780.00
01/17/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	1.70	255.00
01/17/2017	JC	Email corresp w/ OPC and review further redline to stip (.8)	0.80	600.00
01/18/2017	JA	Telephone call to Anthony D. Sbardellati, Anthony Gomes, & Janelle Carney re: M&C Discovery Issues & Memo to File (1.0)	1.00	800.00
01/18/2017	js	WDC Research LR 26 statements, Memo to JA re outstanding discovery problems (2.1)	2.10	1,260.00
01/23/2017	js	WDC Inq re mtg with AS, F/U JA, JC re thumb drive w/ bag checks, Stip to continue dates, limiting class to 1 facility, Egbert, Amending SAC, research, email excerpt re Vasserman D.Ct. Opinion, etc. (3.8)	3.80	2,280.00
01/23/2017	JC	Prep stip to amend the pleadings continuance (..8)	0.80	600.00

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01/24/2017	JC	Revisions to stip to amend, revisions to amended pleading and review of order from the court (2.5); revisions to stip re neutral mailer and neutral mailer letter (.8); Status ltr to the client and request consent to dismiss (1.)	4.30	3,225.00
01/25/2017	JC	Revise neutral ltr to apple valley etc and send to opc to review (.8)	0.80	600.00
01/26/2017	JA	Review Def's Ntc of Status of removed case (.40)	0.40	320.00
01/27/2017	JC	Sprogs set 4 re OTH code (1.)	1.00	750.00
01/31/2017	JC	Stip re briefing schedule for cert (.8) email to opc re stip (.3)	1.10	825.00
02/01/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	12.10	1,815.00
02/09/2017	AI	Responsible Lawyer -- James Stoneman 01.17.17 (.30)	0.30	180.00
02/15/2017	JC	Email corresp w/ OPC re SAC; Clean SAC/Stip/Order for filing and sending to OPC (.8)	0.80	600.00
02/16/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	0.90	135.00
02/16/2017	JC	Email corresp w/ OPC re stip to amend SAC; Review changes/accept and prep for filing; Review court's order and email corresp w/ OPC (1.)	1.00	750.00
02/21/2017	JC	email opc re follow up on belaire west mailer (.4)	0.40	300.00
02/28/2017	js	WDC Receive, review assignment re outstanding discovery, determining what additional disco needed, etc. Downloaded documents. (1.1)	1.10	660.00
02/28/2017	JC	Email corresp w/ Stoneman re outstanding disc (.4); Follow up email to OPC re neutral mailing (.4)	0.80	600.00
03/01/2017	js	WDC Review JC email re AS threat to file Mot/Dismiss. Research, review SAC, Initial Disclosures, Joint Statement, Removal docs, etc., respond to JC/JA (1.9)	1.90	1,140.00
03/01/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	1.40	210.00
03/01/2017	JC	Review email corresp (.4)	0.40	300.00
03/02/2017	JA	Telephone call to Anthony D. Sbardellati, Anthony Gomez & Janelle Carney & Memo to File (.40); Draft Memo on Mx Dismiss (1.5)	1.90	1,520.00
03/02/2017	js	WDC Further review/research re threatened M/Dismiss, authorities cited by AS, LWDA ltr, etc. (1.8)	1.80	1,080.00
03/02/2017	JC	Email corresp w/ OPC and telephonic discussion w/ OPC re Mtx Dismiss (1.)	1.00	750.00
03/03/2017	js	WDC Review of extensive docs produced by WM, pleadings, discovery requests/responses, cross-reference docs, evaluate relationship to legal theories, etc. (6.2)	6.20	3,720.00
03/05/2017	js	WDC Review WM obj/resp to multiple docs. Preliminary draft memo to JC, JA. (2.5)	2.50	1,500.00
03/06/2017	js	WDC Review discovery, research re Duran (2.1)	2.10	1,260.00
03/06/2017	JC	LR issues related to motion to dismiss and prep memo for JA in response (2.5)	2.50	1,875.00
03/07/2017	js	WDC Finalize memo, review rsp/obj to Plf RFA #1 (0.4)	0.40	240.00
03/07/2017	JC	Telephone call to Anthony D. Sbardellati - spoke regarding the mtx to dismiss (.3)	0.30	225.00
03/08/2017	JC	Prep Errata re SAC exhibit(.8)	0.80	600.00
03/10/2017	JC	Telephone call to Anthony D. Sbardellati - spoke (.3) email to opc re belaire west (.3)	0.60	450.00
03/10/2017	JC	Review Mtx to dismiss (2.)	2.00	1,500.00
03/13/2017	JC	LR and Oppo to Mx to Strike (5.)	5.00	3,750.00
03/15/2017	JC	Additional LR and continued work on Oppo to dismiss (2.5)	2.50	1,875.00
03/16/2017	JA	Review & LR OPC Mx Dismiss & Memo (3.5); Review & Revise Oppo Mx Dismiss (1.5)	5.00	4,000.00
03/16/2017	js	WDC Review assignment (JC markup of JPS disco analysis memo, start draft letter to AS regarding MC on outstanding discovery issues. (3.1)	3.10	1,860.00
03/16/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	9.60	1,440.00

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03/16/2017	JC	Email re disc w/ Stoneman (.8) prep RJN; additional LR and further inserts to Oppo (2.5)	3.30	2,475.00
03/17/2017	js	WDC Receive, commence assignment from JC. WDC M/Compel prod of names for Belaire, research USDC LR, research state/fed Mx re names. (4.3); WDC Receive, review motion docs (Jerin) (0.6)	4.90	2,940.00
03/17/2017	JC	Email to opc and review response; review oppo for hyperlinks and LR two cases (2.)	2.00	1,500.00
03/18/2017	js	WDC Research re fed motion compel names, start draft (2.1); WDC Review emails re AS/JC comms, email JC re continuing w/ motion (0.3)	2.40	1,440.00
03/20/2017	js	WDC Receive, review email, dox re new WDC assignment (1.8); WDC Review motion drafts from Jerin, research state vs. Fed standards Belaire, disclosure class info (2.4); WDC Review SAC, Stip, Order. (0.6)	4.80	2,880.00
03/20/2017	JC	Email with Stoneman re mtx to compel (.4) finalize oppo/rjn (1.)	1.40	1,050.00
03/21/2017	js	WDC Research re Joint Statement, M/Confer reqs. (1.4); WDC Disco project – review objections to Plf disco requests Draft amendments to SRG answers (2.8)	4.20	2,520.00
03/22/2017	js	WDC M/Comp-analyze M/Conf letters, AS emails, SRG responses 1, 9, Belaire Notice, Prot.Order, Ct.Order, draft Joint Stmt. Email from JC. Stop work on this. (3.2);	3.20	1,920.00
03/23/2017	JA	Review OPC Corresp re; Belaire West Notice (.30); Revise & Redline Notice and Draft Corresp to OPC (1.4)	1.70	1,360.00
03/23/2017	js	WDC Emails from JA/JC re email addresses to be used w/ Belaire notices, whether previously requested. Review N/Produce, Response, email to JA (1.2)	1.20	720.00
03/24/2017	js	WDC Draft letter to AS. Download, review pldgs from Lisa (2.6)	2.60	1,560.00
03/27/2017	JC	Email corresp w/ OPC re Stip and revisions and neutral letter. Final all docs and send for filing (1.50)	1.50	1,125.00
03/28/2017	js	WDC Review docs. SRG answers, AS Dec ISO MSA (1.7)	1.70	1,020.00
03/29/2017	JC	Review Court's order; Email to OPC re which neutral and numbers (.8) draft Intake Questionnaire for callers (1.)	1.80	1,350.00
04/03/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	11.50	1,725.00
04/04/2017	JC	Review opc email re numbers and request staff to get estimates (.4)	0.40	300.00
04/05/2017	js	WDC Finish draft ltr to AS, PMQ notice, revise SRG Responses (5.2)	5.20	3,120.00
04/05/2017	JC	Review meet and confer ltr/ revise and revise amended ntc of PMQ depo (1.5)	1.50	1,125.00
04/11/2017	js	WDC Review Order, Stip, Draft 4 page letter to AS re stay (.05) WDC Review AS email, research (Wegh),email to JC re defer agreement w/ AS --	0.50	300.00
04/12/2017	js	WDC Finalize, transmit draft AS ltr to JC (0.5) WDC Review WDC doc production, multiple exchanges email w/ JC re AWS disclosures, contracts, 1st MP waiver and other docs referencing AWS. (2.9) Draft TAC (1.5)	4.90	2,940.00
04/12/2017	JC	Finalize research attorney ltr re discovery stay in response to OPC (.5) review response (.4) work on amended complaint and LR Wage ORder/Wavier items and review documents for disclosure and other facts for amended pleading (2.5) email client re questions about waiver and short shifts (>8) research ex parte items (.5); Review email from CPT and review mailer. Respond that it is approved (.8)	5.50	4,125.00
04/13/2017	js	WDC Research CAFA issue re multiple motions to remand. Receive, review download from Lisa, instruction from [REDACTED] assignment. (3.2)	3.20	1,920.00
04/13/2017	JC	Various emails re mailing to the class (.8) continued work and ltr on the amended TAC (2.)	2.80	2,100.00

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04/14/2017	JC	Review Supp Sprogs from Law Clerk and provide additional revisions. (1.)	1.00	750.00
04/17/2017	js	WDC Emails w/ JC re status of WDC issues. (0.2)	0.20	120.00
04/17/2017	JC	Letter to client re: status [1.5]; Email corresp w/ OPC re call and meet and confer (.8)	2.30	1,725.00
04/18/2017	JC	Additional changes to the TAC per JA inserts (.5)	0.50	375.00
04/19/2017	JC	Various emails to OPC re time for call and amended pleading (.8)	0.80	600.00
04/21/2017	JC	Telephone call to Anthony D. Sbardellati - spoke regarding the TAC (.4) LR waiver issue and updated TAC for finalizing (1.)	1.40	1,050.00
05/02/2017	JC	Telephone call to Anthony D. Sbardellati - spoke regarding the pleadings (.3)	0.30	225.00
05/03/2017	JC	Email corresp w/ OPC re 30(b)(6) depo ntc (.4)	0.40	300.00
05/15/2017	JC	Review/ revise Oppo to insert issue of meet and confer and prep decl (1.5)	1.50	1,125.00
05/16/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	1.60	240.00
05/18/2017	JC	Telephone call with Anthony D. Sbardellati - Spoke regarding my decl and prep supplemental decl (1.5)	1.50	1,125.00
05/26/2017	JC	Review email from CPT and prep ltr to pcms (.5)	0.50	375.00
05/31/2017	JC	Review order denying defendant's mtz to dismiss and email Vanessa (1.5)	1.50	1,125.00
06/01/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	2.60	390.00
06/01/2017	JC	Email corresp w/ OPC re email addresses (.4); Follow up w/ OPC re discovery (.4) review response from OPC re emails (.4); Draft preliminary survey for cms (1.)	2.20	1,650.00
06/02/2017	JC	Various emails re meet and confer (.8)	0.80	600.00
06/07/2017	JA	Telephone call to Dr. Brian Kriegler - spoke & Memo to File (1.30)	1.30	1,040.00
06/07/2017	JC	Telephone call to Anthony D. Sbardellati - spoke regarding discovery (.4)	0.40	300.00
06/19/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	0.50	75.00
06/23/2017	JA	Review File re: Discovery Responses & M&C Deadlien for Motions & raft Memo (1.0)	1.00	800.00
06/26/2017	JC	Review Answer to TAC and LR mtz to strike under 12 (f) and prep email to send to opc (2.5)	2.50	1,875.00
06/27/2017	JC	Telephone call to Janet M. Frangie - spoke regarding the status of removal (.3); Email corresp w OPC re time to meet and confer (.3); Prepare sprog set 5 re affirmative defenses (1.)	1.40	1,050.00
06/29/2017	JC	Telephone call from Anthony D. Sbardellati - spoke regarding plaintiff's motion to strike (.4) prep LR for call (.8)	1.20	900.00
06/30/2017	JC	Email to opc ; two stips re amend answer and time to continue filing mtz to strike (1.5)	1.50	1,125.00
07/03/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	11.60	1,740.00
07/05/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	0.90	135.00
07/06/2017	JC	Email to OPC re time for call (.3)	0.30	225.00
07/10/2017	JC	Draft ARA and Gen Authorization [REDACTED] (2.10)	2.10	1,575.00
07/11/2017	JC	Update sprog no. 9 for client to review (.5) email opc w/ the talking points to discuss on call for Thursday (.4)	0.90	675.00
07/12/2017	JC	Draft Ntc of Cert mtz (1.); Email client docs and complaint to Kriegler (.8)	1.80	1,350.00
07/13/2017	JC	Telephone call to Anthony D. Sbardellati - spoke regarding the outstanding disc issues (.3); Email client various questions (.4) continued work on cert ntc (.4); Telephone call from Juan Garcia - spoke regarding his case (.30)	1.40	1,050.00
07/14/2017	JC	RFA next in order and LR total to serve (1.5);; Review RFPD set 3 responses (LR privilege log) .8)	2.30	1,725.00
07/17/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	5.40	810.00
07/17/2017	JC	Depo ntc's for area managers (4 of them) and Ntc for Frank Nunez (1.5); Start shell draft of Cert mtz (2.5)	4.00	3,000.00

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07/17/2017	JC	Email corresp w/ Berger for converted data (.4) email Rayna w/ spreadsheet (.4)	0.80	600.00
07/18/2017	JC	Review email from OPC and review redline changes to the stip; Prep order (1.5) email opc dates and position w/ regard to 30b6. (.5)	2.00	1,500.00
07/19/2017	JC	██████████ ARA; Review court's order and continued work on cert MPAs (3.5)	4.20	3,150.00
07/20/2017	JC	Disc Ltr to ██████████ (0.7); Email to Broome re readable format (.4); Email to opc re status on dates and docs (.4)	1.50	1,125.00
07/21/2017	JC	Review email and respond. (.8)	0.80	600.00
07/24/2017	JA	Telephone call to Dr. Brian Kriegler - spoke & Memo to File (.40); Review Amended Answer & Discuss w/ JC (.70)	1.10	880.00
07/24/2017	JC	Review Def's Amended Answer and memo to file re affirmative defenses(.8); Prep RJN in support of cert initial draft (1.) prep Garcia Decl (1.5)	3.30	2,475.00
07/26/2017	JA	Review Data (.30); Draft Corresp to OPC re; Corrupt Files (.60) Telephone call to Anthony William Gomez Asst Erik re: Docs to Provide & Memo to File (.30)	0.90	720.00
07/26/2017	JC	Begin objections/responses on WDC discovery next in order (2.); Review documents produced by defendant (2.5)(	4.50	3,375.00
07/28/2017	JC	Review dates and prep trial memo (1.) email opc w/ request for dates... (.4)	1.40	1,050.00
08/01/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	19.30	2,895.00
08/02/2017	js	WDC Review assignment from JC, certain docs produced by WDC (0.9)	0.90	540.00
08/02/2017	JC	Review Client intake notes ██████████ (.80); Review and Revise Final letter to Client ██████████ re: ARA (0.70)	1.50	1,125.00
08/03/2017	js	WDC Review Third AC, email from JC, Order of Dismissal, Def Resp to SRG, start draft ltr (1.5)	1.50	900.00
08/03/2017	JC	email corresp w/ OPC re dates for deposition (.5)	0.50	375.00
08/07/2017	JC	Draft objections and responses to RFPD set NO. 3; (2.5)	2.50	1,875.00
08/09/2017	JA	Telephone call to Rayna Paunova - spoke & Memo to File (.40)	0.40	320.00
08/10/2017	JC	Telephone call to Anthony D. Sbardellati - spoke regarding scheduling of depositions (.3)	0.30	225.00
08/11/2017	js	WDC Review TAC, documents produced by WDC (1.8)	1.80	1,080.00
08/11/2017	JC	Telephone call to Beverly Reid O'Connell - left message fro the clerk to ask if the court would entertain a formal or an informal status conference to discuss scheduling. (.3); Telephone call to Anthony D. Sbardellati - spoke regarding deposition scheduling and disc (.4); Stip to continue dates, decl jc and email to opc re confirming discovery items (2.9)	3.30	2,475.00
08/14/2017	JC	Revisions to decl and stip re continued dates (1.)	1.00	750.00
08/15/2017	JA	Review Stip & JC Decl re: Continue Dates & Revise (1.5)	1.50	1,200.00
08/15/2017	JC	Review file in prep for depo prep and draft privilege log (2.5) travel and attend depo prep w/ the client (2.5)	5.00	3,750.00
08/16/2017	js	WDC Review docs, draft MC ltr (1.3)	1.30	780.00
08/16/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	7.80	1,170.00
08/16/2017	JC	Email to opc re stip to continue dates (.4)	0.40	300.00
08/17/2017	JA	Review File & Meet w/ JC & JS (.80); Draft Memo to JS re; Strategy (.50)	1.30	1,040.00
08/17/2017	js	WDC Complete MC letter to Spardelatti (1.8)	1.80	1,080.00
08/17/2017	JC	Telephone call from Rayna Paunova - spoke regarding the data (.3); Review redline changes from OPC on stip to continue (.8) call w/ Rayna re OT issue and work on disc responses; email opc for extension (1.)	1.90	1,425.00
08/18/2017	JC	Travel and attend Depo of Garcia (10.0)	10.00	7,500.00
08/21/2017	JC	Ltr of 08.21.17 to OPC re: Meet and Confer (2.0)	2.00	1,500.00
08/24/2017	JC	Draft Decl Garcia re Cert post Depo (2.) email corresp w/ OPC re depo of nunez (.4) and email Rayna re time to talk (.4)	2.80	2,100.00

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08/25/2017	JC	Review RFA set 4 re AWS items and prepare meet and confer ltr (1.5); Telephone call to Brian Kriegler - spoke regarding the testimony and data to date (.4) prep sprogs next in order to see facts to support denials (.6) Continued work on Discovery responses re RFA, RFPD and Sprogs (2.5); Continued work on Garcia decl and email to opc on status of sample disc (1.0)	6.00	4,500.00
08/28/2017	JC	Further responses to RFA and Sprogs (1.)	1.00	750.00
08/30/2017	JC	Telephone call to Anthony D. Sbardellati - voice mail re order (.3) review order etc (.5); Start to work on review of docs in prep for PMQ depo (1.50)	2.30	1,725.00
08/31/2017	JA	Review & Revise RFA Responses of P (1.5); Review Judge Order Continuing Dates (.40)	1.90	1,520.00
08/31/2017	JC	Continued work on Depo prep for cimo pmq; email corresp w/ OPC re depo scheduling (2.5) continued work on RFA responses and Sprogs (1.5)	4.00	3,000.00
09/01/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	12.80	1,920.00
09/01/2017	JC	Cover ltr to opc, finalize sprog disc and review and final rfa, revise and final privilege log and email clietn (6.)	6.00	4,500.00
09/07/2017	JC	email opc re depositions (.4)	0.40	300.00
09/08/2017	JC	email corresp w/ court reporter (.4) prep ltr/email to client re transcript (.8) email opc following up re data (.4)	1.60	1,200.00
09/11/2017	JC	Wdc- revise RJN to add DLSE AWS items (.8)	0.80	600.00
09/14/2017	JC	Follow up ltr to OPC re RFA responses	0.30	225.00
09/15/2017	JC	Follow up ltr to OPC re: 08.21.17 ltr re: SPROG's set 5 (.7)	0.70	525.00
09/18/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	1.40	210.00
09/19/2017	JC	Emails re depositions and discovery (.8)	0.80	600.00
09/20/2017	JC	Emails re Judge O'Connell (.4); Telephone call to Rayna Paunova - spoke regarding the data (.3)	0.70	525.00
09/21/2017	JC	Sprog set 7 (.8); Ltr to Gonzalez re reviewed trans and no changes.(.30)	1.10	825.00
09/22/2017	JC	Telephone call to Anthony D. Sbardellati - spoke regarding discovery (.6); Email to the Rayna and OPC re data (.8); Finalize sprog set 7 (.3)	1.70	1,275.00
09/27/2017	JC	Telephone call to Anthony D. Sbardellati - spoke regarding discovery (.3)	0.30	225.00
09/29/2017	JC	Review Trans / ltr to OPC re: violation of privacy (2.0)	2.00	1,500.00
10/02/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	6.50	975.00
10/03/2017	JC	Review docs re exhibits in prep for PMQ deposition (5.)	5.00	3,750.00
10/04/2017	JC	Telephone call from Anthony D. Sbardellati - spoke regarding taking Cimo depo off (.3) review email re taking Cimo off (.4) email to opc w/ available date re depositions (.4) RFA next in order re Meal Waivers (.5); Continued work on depo prep w/ review and org of exhibits, outline and evidence memo (6.5) email corresp w/ Rayna (.4)	8.50	6,375.00
10/09/2017	JC	Email to opc re following up on dates (.4)	0.40	300.00
10/10/2017	JC	Various emails re disc and calendaring (.8)	0.80	600.00
10/12/2017	JA	Telephone call to Rayna Paunova, Brian K, Melissa D & JC & Memo to File re: Strategy (.30)	0.30	240.00
10/17/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	2.30	345.00
10/19/2017	JC	Review order from judge re transfer of cases to Hatter; LR hatter adh cert (1.)	1.00	750.00
10/23/2017	JC	Review sprog set six responses and draft meet and confer ltr to opc re time to go over the issues (1.); Prep for Brendel PMQ topics and Brendel as an individual depo outline and Payroll PMQ exhibits (3.5)	4.50	3,375.00
10/24/2017	JC	Telephone call from Anthony D. Sbardellati - spoke regarding disc (.3)	0.30	225.00
10/25/2017	JC	Finish prep for depo of Brendel and PMQ topics Brendel was designated on and take both depositions (5.)	5.00	3,750.00
10/26/2017	JC	Status ltr to Juan (.70)	0.70	525.00

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10/31/2017	JC	Email to opc following up on disc (.4)	0.40	300.00
11/03/2017	JC	Email to opc re outstanding items (.5)	0.50	375.00
11/06/2017	JC	RFPD next in order re Brendel Testimony (1.5)	1.50	1,125.00
11/15/2017	JC	Email corresp w/ OPC re call (.8)	0.80	600.00
11/16/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	1.20	180.00
11/17/2017	JC	Telephone call from Anthony D. Sbardellati - spoke regarding discovery and memo to file (.8)	0.80	600.00
11/21/2017	JC	Review RFA set no. 5 (.4)	0.40	300.00
11/27/2017	JC	Jnt Status Conf re: Removal (.80)	0.80	600.00
11/28/2017	JC	Prep status conference re ntc of removal and email opc w/ copy (.8)	0.80	600.00
12/01/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	0.70	105.00
12/01/2017	JC	WDC/Federal Draft, revise, final Ntc of Non-Availability of Counsel (0.8)	0.80	600.00
12/07/2017	JC	Telephone call to Anthony William Gomez - spoke regarding the docs to be produced at the depo (.3); Prep for PMQ payroll depo/exhibits / outline (3.)	3.10	2,325.00
12/08/2017	JC	Various emails re LR and disc (1.) emails w/ Cal depo and ltr to reporter w/ exhibits (1.0)	2.00	1,500.00
12/11/2017	JC	Email to opc re outstanding disc (.4)	0.40	300.00
12/12/2017	JC	Review Brendel depo transcripts, continued work on outline for PMQ depo and review exhibits in prep (3.5)	3.50	2,625.00
12/13/2017	JC	Video tape depo of PMQ re Payroll / McChristian (2.5)	2.50	1,875.00
12/14/2017	JC	Email corresp w/ OPC re time for a call (.8) review Ltr from OPC w/ Data on thumbdrive and email for password (.8)	1.60	1,200.00
12/15/2017	JA	LR Discovery Sanction & Review CVS Order re: Delay (2.6); Draft Memo to JC (.50)	3.10	2,480.00
12/15/2017	JC	Draft disc rfa and rfpd next in order (1.5); Telephone call from Anthony William Gomez - spoke regarding disc and possible mediation (.4)	1.90	1,425.00
12/18/2017	JW	Outside Contractor J. Wilkinson (Paralegal Services)	3.60	540.00
12/18/2017	JC	Final disc to go out (.8)	0.80	600.00
12/19/2017	JC	Review email from court reporter w/ trans (.8)	0.80	600.00
12/20/2017	JC	Telephone call to Anthony D. Sbardellati - left message to follow up on call (.3) email corresp w/ OPC re disc and mediation (.8)	1.10	825.00
12/21/2017	JC	Telephone call to Anthony D. Sbardellati - spoke re brendel depo (.3)	0.30	225.00
01/02/2018	JW	Outside Contractor J. Wilkinson (Paralegal Services)	4.50	675.00
01/04/2018	JC	Telephone call to Anthony William Gomez - spoke regarding the outstanding disc (.3) and memo to file/ prep for call (.7)	1.00	750.00
01/08/2018	JC	Telephone call with Anthony William Gomez - Left Message re cal items (.3) draft shell joint statement (3.5)	3.50	2,625.00
01/09/2018	JC	Telephone call to Anthony William Gomez - left message following up again (.3); Mtx compel disc joint statement continued work (2.5); Work on Cert MPAs (5.)	7.60	5,700.00
01/10/2018	JC	Telephone call with Anthony William Gomez - Spoke regarding discovery issues (.5)	0.50	375.00
01/11/2018	JC	Continued work on mx to compel (5.) email corresp w/ expert re other matter (.4)	5.40	4,050.00
01/12/2018	JC	Telephone call to Anthony William Gomez - spoke; Depo ntc and finalize the motion to compel joint statement and declaration (5.8)	6.10	4,575.00
01/16/2018	JA	Review Stip & OPC Extension Request (.80); Draft Corresp re: Denial of Extension (.70); Telephone call to Larry W. Lee - voice mail & Memo to File (.20); Review & Draft Corresp to Mr. Lee (mult) (.80); Telephone call to Larry W. Lee - spoke & Memo to File re; Punch Detail Records (.40)	2.90	2,320.00
01/16/2018	JW	Outside Contractor J. Wilkinson (Paralegal Services)	30.00	4,500.00

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01/17/2018	JC	Email to opc re follow up on the date for the deposition (.4); Telephone call with Brian Kriegler - Spoke regarding his decl (.7)	1.10	825.00
01/18/2018	JC	Telephone call with Juan Garcia - Left Message adn then spoke re civil suit (.3); Amended ntc of PMQ, Depo Ntc for Traweek, Email corresp w/ OPC re joint statement, revise paralegal ltr re topics 16& 17 of PMQ notice and ltr re traweek (5.)	5.10	3,825.00
01/19/2018	JC	Email from Gomez re Cimo (.40) Amended Ntc of Depo of Cimo (.5)	0.90	675.00
01/23/2018	JA	Telephone call from Melissa Daniel, Brian Kriegler, & JC & Memo to File re: Status (.40)	0.40	320.00
01/23/2018	JC	Telephone call with Anthony D. Sbardellati - Left Message regarding Traweek (.3); Review objection to traweek, prep ltr re why objection has no merit (1.5) call w/ Sbardellati (.4) prep depo outline and and exhibits for Cimo (5.)	7.00	5,250.00
01/24/2018	JA	Review Time Punch Detail Production & Memo to File (3.5); Review & Approve Corresp to Dr. Kriegler (.50)	4.00	3,200.00
01/24/2018	JC	review new production and prep for AWS PMQ (3.) and finalize prep for Cimo deposition (3.)	6.00	4,500.00
01/25/2018	JC	Organize final exhibits and take the depo of PMQ Pete Cimo (3.5) Ir locations for MO depo in lieu of Bentonville (.5)	4.00	3,000.00
01/26/2018	JC	Telephone call to Anthony William Gomez - spoke regarding depo local (.3); Review RFA set 6 and RFPD Set 6 (1.)	1.10	825.00
01/29/2018	JC	Email corresp w/ OPC re start time of depo (.4)	0.40	300.00
01/30/2018	JC	Work on Cert and depo prep PMQ (8.)	8.00	6,000.00
01/31/2018	JC	Depo of AWS PMQ and travel (8.)	8.00	6,000.00
02/01/2018	JW	Outside Contractor J. Wilkinson (Paralegal Services)	13.90	2,085.00
02/06/2018	JC	Telephone call with Steven C. Gonzalez - Spoke regarding mediators (.4)	0.40	300.00
02/07/2018	JC	RFA next in order (1.) email corresp w/ OPC re mediators (.4) email w/ KB re mediators (.4)	1.80	1,350.00
02/08/2018	JC	Review Sprog set 6 and draft ltr re verification. (1.); Continued work on cert, rjn and decl garcia (6.)	7.00	5,250.00
02/09/2018	JC	Telephone call with Brian Kriegler - Spoke regarding the decl (.5) email info re call to file and JA and discuss MPA re cert strategy (.8); email BK and MD w/ TAC adn Berger analysis (.8)	2.10	1,575.00
02/12/2018	JC	Telephone call with Melissa Daniel - Left Message regarding damages (.3); Telephone call with [REDACTED] (.3)	0.40	300.00
02/13/2018	JC	email corresp w/ OPC re time to meet and confer (.4) follow up to that email re verification for supplemental response to Sprog Set 6. (.4) review and start the organization of exhibits (3.5)	4.30	3,225.00
02/14/2018	JC	Telephone call with [REDACTED] - Spoke regarding his work experience w/ WDC (.3); Email corresp opc re call re protective order (.3)	0.60	450.00
02/16/2018	JW	Outside Contractor J. Wilkinson (Paralegal Services)	26.80	4,020.00
02/16/2018	JC	Telephone call to Anthony William Gomez - spoke regarding the docs under seal (.30; Telephone call to Melissa Daniel - spoke regarding the damages (.3)	0.50	375.00
02/20/2018	JC	Continued work on cert/evidence/decls (9.)	9.00	6,750.00
02/21/2018	JC	Various cert items (7)	7.00	5,250.00
02/22/2018	JA	Review, Revise MP&A ISO Cert & LR New Cases (6.5)	6.50	5,200.00
02/22/2018	JC	Continued work on cert (7.)	7.00	5,250.00
02/23/2018	JC	RFPD set 7 (.5) continued work on cert and review local rules/lodging re electronic docs and non paper docs (5.)	5.50	4,125.00
02/24/2018	JA	Draft JA Declaration, review, & Revise (3.5); Telephone call to Dr. Brian Kriegler - spoke & Memo to File (1.0)	4.50	3,600.00
02/26/2018	JC	Telephone call from Brian Kriegler - spokem regarding decl (.30); Continued work to wrap up cert (5.)	5.30	3,975.00

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02/27/2018	JA	Telephone call to Dr. Brian Kriegler, Melissa, & Janelle Carney re: Certification Analysis & Memo to file (.60); Review, Revise & Final MP&A & JA Decl (6.5)	7.10	5,680.00
02/27/2018	JC	Telephone call to Anthony William Gomez - spoke regarding service of electronic info (.3); Work on finalizing all cert, decls and call w/ Kriegler (10)	10.10	7,575.00
02/28/2018	JA	Review Kriegler Declaration & Analyze Appendix & Sampling (3.5); Revise & Final JA Decl ISO Cert (2.0); Review & Final MP&A ISO Cert (1.2)	6.70	5,360.00
02/28/2018	JC	Finalize all docs evidence order etc (6.)	6.00	4,500.00
03/01/2018	JW	Outside Contractor J. Wilkinson (Paralegal Services)	71.70	10,755.00
03/01/2018	JC	Review for final (1.5)	1.50	1,125.00
03/07/2018	JA	Review Corresp from Dr. Kriegler re: Depo Dates & Replyu Therto (.70)	0.70	560.00
03/07/2018	JC	Telephone call to Anthony William Gomez - left message re kriegler (.3); Email to opc re kriegler depo (.4) email w/ Kriegler re depo (.4)	1.30	975.00
03/13/2018	JC	Review mailing in separate WDC case re chino hills, review file/article on sanctions in the seating case and email w/ Kriegler re depo (1.)	1.00	750.00
03/16/2018	JW	Outside Contractor J. Wilkinson (Paralegal Services)	4.60	690.00
03/20/2018	JC	Review responses to RFA set no. 7 (.7)	0.70	525.00
03/22/2018	JC	Telephone call to Anthony D. Sbardellati - voice mail attend discovery and telephone call regarding his email from yesterday (.3) email response re the stipulation (.4)	0.70	525.00
03/23/2018	JA	Review OPC Stipulation to Extend Cert Briefing, etc. (.50); Review w/ Plaintiff (.40); Draft Revised Redline Stip (.80); Draft Corresp to OPC re: Redline (.70); Review OPC Corresp & Revised Stip (.60); Draft Corresp to OPC re: Reject Stip (.70); Review Mr. Sbardellati Corresp re: P Comments (.30); Confer w/ JC re; Stip (.40)	4.40	3,520.00
03/26/2018	JA	Draft Revised & Redline Stip 2 (.80); Draft Corresp to OPC re: Redline (.70)	1.50	1,200.00
03/27/2018	JC	Telephone call to Anthony D. Sbardellati - left message re stip (.3); Further redline of stip and email corresp w/ OPC (.8)	0.90	675.00
03/31/2018	JW	Outside Contractor J. Wilkinson (Paralegal Services)	4.40	660.00
04/10/2018	JA	JA call w/Rob Herrington (.30)	0.30	240.00
04/17/2018	JA	Telephone call to Kevin T. Barnes - spoke & Memo to File re: Depo Expert (.40); Review Dr. Newlon Decl & Draft Mmeo (1.4); Review Cert Oppo Filing & Memo to File (2.5); Draft M&C Corresp to Mr. Herrington re: Dr. Newlon Depo (.70)	5.00	4,000.00
04/17/2018	JC	Review rfpd set 7 and draft meet and confer ltr. Review decls filed in support of oppo to cert (3.); LR the perjury issue (.8)	3.80	2,850.00
04/18/2018	JA	Telephone call to Dr. Brian Kriegler - spoke & Memo to File re: Rebuttal (.40)	0.40	320.00
04/18/2018	JC	Review and finalize subpoenas for Expert witness, docs; Prep Ntc of Depo of expert and Depo ntc for the 6 declarants (3.5) Review oppo and start draft reply (3.) review Baez decl adn prep mtg to strike and objections (2.5)	9.00	6,750.00
04/21/2018	JA	Review Oppo to Cert & Draft Memo re: Reply Strategy (4.5)	4.50	3,600.00
04/23/2018	JA	Telephone call from Matthew R. Gershman - spoke & Memo to File re: Discovery Issues (.40); Review Mr. Gershamn Corresp re: Discovery & Expert (.40); Draft Reply to Mr. Gershamn (.70)	1.50	1,200.00
04/25/2018	JC	LR cases re Oppo and email co-counsel re depositions and continued work on mx to strike / objections (2.)	2.00	1,500.00
04/26/2018	JA	Review Dr. Newlon Decl & Questions For Depo (2.2)	2.20	1,760.00
04/30/2018	JA	Review File (.20); Draft Corresp to OPC re: Expert Production (.60); Review & Reply to Opc re: Production Time (.50)	1.10	880.00
04/30/2018	JC	Meet and confer ltr for jop (1.5) prep draft outline for depositions (1.); Continued work on objections/mx strike (1.5)	4.00	3,000.00

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05/01/2018	JC	Review meet and confer ltr from opc (.4) draft DLSR Ltr (.40) finalize the jop meet and confer ltr (.4)	1.20	900.00
05/02/2018	JA	Telephone call to Dr. Brian Kriegler & Meliss Daniel & Janelle re: Reply Strategy & Memo to File (.60); Telephone call to Kenneth Yoon (VM) & Memo ot File (.20)	0.80	640.00
05/02/2018	JW	Outside Contractor J. Wilkinson (Paralegal Services)	30.40	4,560.00
05/02/2018	JC	Strategy meeting w/ JA (.8) email corresp w/ Kriegler (.4) and call w/ Kriegler (.8)	2.00	1,500.00
05/03/2018	JC	Continued work on objections/mtx strike and gathering evidence for depos (.2.5)	2.50	1,875.00
05/04/2018	JC	Telephone call to Melissa Daniel - spoke regarding the data for the individuals (.30); Review meet and confer ltr re Kriegler docs and email Kriegler (.8); Review opc ltr re need to meet and confer in person re MJOP(.4); Review two letters from OPC re JOP and Kriegler's working papers (1.); Email kriegler for his working papers (.4)	2.90	2,175.00
05/05/2018	JA	Review Dr. Newlon Declaration & Draft Memo re: Depo (4.5); LR Dr. Newlon Past Cases & Articles (2.8)	7.30	5,840.00
05/07/2018	JA	Revise Memo re: Depo Dr. Newlon & Depo Prep Exhibit Review (2.3); Take Depo of Dr. Newlon (2.5); Conference w/ Mr. Herrington re: Status of Case (.50); Telephone call to Dr. Brian Kriegler Re: Dr. Newlon & Memo to File (.130)	6.60	5,280.00
05/07/2018	JC	Response ltr to opc re kriegler's working papers (.8); Proo on the objections / request to strike decl (1.5); Review and prep for the three witness declarant depos (2.)	4.30	3,225.00
05/08/2018	JC	Travel and attend 3 class member depos (9.) prep for meet and confer re JOP, disc meet and confer on the survey and AWS docs (1.) meet with Gershman to handle meet and confer of issues (1.5); Email link (Newlon) to Kriegler (.40)	11.90	8,925.00
05/09/2018	JC	Travel and attend class member depos (8.5)	8.50	6,375.00
05/10/2018	JC	RFPD Set 8 (.8) LR and continued work on reply (8.)	8.80	6,600.00
05/12/2018	JC	Various emails to OPC re transcripts and draft email re the new AWS case (.8) continued work on the Reply (2.5)	3.30	2,475.00
05/14/2018	JA	Review, Revise & LR Reply Brief (4.5); Review Dr. Newlon Depo Testimony (1.2); Review Dr. Kriegler Reply Declaration (1.0)	6.70	5,360.00
05/14/2018	JC	Continued work on objection w/ cite to testimony, draft decl JC in reply and prep RJN for reply (3.5)	3.50	2,625.00
05/15/2018	JC	Additional LR and continued work on Reply, Decl re exhibits and RJN (5.) email to opc re docs under seal (.4) fill in evidence from the transcript re objections to defendant's evidence (2.) revise decl JC for Reply (1.)	8.40	6,300.00
05/16/2018	JA	Review Revise & Final MP&A ISO Reply (6.5); LR Cases re: Reply Brief & Draft Memo (2.5); Telephone call to Kenneth Yoon - spoke & Memo to File (.60)	9.60	7,680.00
05/16/2018	JW	Outside Contractor J. Wilkinson (Paralegal Services)	40.40	6,060.00
05/16/2018	JC	Final all cert and review opc email (8.)	8.00	6,000.00
05/17/2018	JC	Email corresp w/ OPC re time for further meet and confer (.8)	0.80	600.00
05/21/2018	JA	Review Cases & LR Memo Prepared by JC (2.6); Draft Revisions to Memo (.70); Review & Reply KB re: Response to LR (.60)	3.90	3,120.00
05/21/2018	JC	Telephone call from Matthew R. Gershman - spoke regarding the various meet and confer items (.7); LR memo re mtx to compel survey results after call w/ OPC (2.) email to KB and Katri re potential motion (.8)	3.50	2,625.00
05/22/2018	JA	Review, Revise, & Fianl Corresp to OPC re: Survey Issue (.40)	0.40	320.00
05/22/2018	JC	Review ltr from OPC re kriegler's files (.4)	0.40	300.00
05/24/2018	JC	Email corresp w/ OPC re call for meet and confer (.4)	0.40	300.00
05/30/2018	JC	Telephone call to Terry J. Hatter Jr. - spoke to the clerk to confirm no appearance required on Friday (.3)	0.30	225.00
06/04/2018	JW	Outside Contractor J. Wilkinson (Paralegal Services)	11.10	1,665.00

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06/13/2018	JC	Email to opc re will respond next week (.4)	0.40	300.00
06/21/2018	JC	Review two ltrs re survey and jop from opc and dictate responses; LR (2.5)	2.50	1,875.00
06/28/2018	JC	Revise meet and confer ltr responses (.8)	0.80	600.00
06/29/2018	JA	LR Survey Production & Draft Memo (1.2); Review & Revise Gershman M&C Letters (aff. Defense & Survey) (1.0)	2.20	1,760.00
07/18/2018	JC	LR issue re Rule 56 and meet and confer requirement (.4) prep emails to Asher and OPC re meet and confer (.8)	1.20	900.00
07/19/2018	AI	Garcia v. Wal-Mart 2.00 hours Review and organize class certification motion filings; conduct research re: one-way intervention; review Magadia case; draft e-mail re: oneway intervention issue	2.00	1,200.00
07/19/2018	JC	Various emails w/ AI and JA (1.) email to Gershman re meet and confer (.4)	1.40	1,050.00
07/20/2018	AI	Garcia v. Wal-Mart 3.75 hours Conduct research re: AWS requirements and PAGA requirements (nominal); review class certification motion briefing and supporting evidence	3.80	2,280.00
07/31/2018	JC	Email corresp w/ OPC re meet and confer re MSJ (.8); Email corresp w/ AI re msj issues and exhibits (.8)	1.60	1,200.00
08/01/2018	AI	Garcia v. Wal-Mart 3.25 hours Review and revise MSA; check facts; revise legal argument re: exemption/exception from section 510	3.30	1,980.00
08/02/2018	AI	Garcia v. Wal-Mart 0.50 hours Continue drafting summary adjudication arguments re: collusion and intimidation	0.50	300.00
08/02/2018	JC	Telephone call to Matthew R. Gershman - spoke regarding the meet and confer re MSJ (.6); Email corresp w/ AI re the waiver issue and including it in the mpas. (.4)	1.00	750.00
08/03/2018	AI	Garcia v. Wal-Mart 0.75 hours Review and respond to e-mails re: case strategy; Garcia v. Wal-Mart 4.25 hours Conduct legal research re: collusion; continue drafting arguments re: collusion and intimidation, revise arguments; cite check brief	5.00	3,000.00
08/05/2018	AI	Garcia v. Wal-Mart 3.75 hours Review and revise draft summary adjudication motion (AWS)	3.80	2,280.00
08/20/2018	AI	Garcia v. Wal-Mart 3.00 hours Review and revise summary judgment motion; draft comments; conduct research re: key authorities; review key documents; draft email re: strategy	3.00	1,800.00
08/21/2018	AI	Garcia v. Wal-Mart 2.75 hours Review and revise summary adjudication; update CalChamber citations (both Wal-Mart production and Worksheet)	2.80	1,680.00
08/22/2018	AI	Garcia v. Wal-Mart 0.75 hours Review class action certification (Hamilton v. Wal-Mart); add footnotes regarding Wage Order 7; revise arguments referencing CalChamber information; start preparing Request for Judicial Notice re: CalChamberq	0.80	480.00
08/23/2018	AI	Garcia v. Wal-Mart 1.00 hours Review facts and procedure section of MSJ; fact-check factual background; revise brief based on comments, including issues of which Wage Order applies and list of production numbers needed to verify factual assertions	1.00	600.00
08/23/2018	JC	Review proposed stipulated facts and email OPC to review and let me know if he would like to discuss (.8) review Cert order in WDC-Chino Hills case and forward to AI and JA (1.) prep supplemental RJN re WDC Chino Hills cert order (.8)	2.60	1,950.00

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08/24/2018	AI	Garcia v. Wal-Mart 2.00 hours Review and revise summary adjudication motion; draft strategy e-mail re: Hamilton v. Wal-Mart class certification order; conduct further research re: request for judicial notice	2.00	1,200.00
08/24/2018	JC	Prep supplemental RJN re WDC Chino Hills cert order (1.)	1.00	750.00
08/26/2018	AI	Garcia v. Wal-Mart 2.25 hours Review and revise summary adjudication motion	2.30	1,380.00
08/27/2018	AI	Garcia v. Wal-Mart 6.50 hours Review blogs and secondary sources re: AWS issue; review DLSE Manual re: AWS election; draft notes; review and revise summary adjudication arguments re: AWS election	6.50	3,900.00
08/28/2018	AI	Garcia v. Wal-Mart 5.00 hours Continue revising arguments re: AWS election	5.00	3,000.00
08/29/2018	AI	Garcia v. Wal-Mart 2.75 hours Conduct research re: page limit requirements; review additional RJN documents; conduct legal research re: RJN, blogs/Internet print-outs	2.80	1,680.00
08/30/2018	AI	Garcia v. Wal-Mart 0.50 hours Continue preparing request for judicial notice	0.50	300.00
08/31/2018	AI	Garcia v. Wal-Mart 2.75 hours Continue preparing RJN; add additional exhibits	2.80	1,680.00
09/04/2018	AI	Garcia v. Wal-Mart 3.75 hours Conduct research re: coercive agreements; review and revise AWS MSA re: coercion	3.80	2,280.00
09/05/2018	AI	Garcia v. Wal-Mart 6.75 hours Review and revise AWS MSA re: coercion; conduct research re: meal break waiver affirmative defense; review and revise arguments re: meal break waiver; review CalChamber Manual; review and revise arguments re: Wal-Mart's failure to comply with AWS requirements, including disclosure requirements	6.80	4,080.00
09/06/2018	AI	Garcia v. Wal-Mart 3.75 hours Finish revising arguments re: Wal-Mart's additional AWS failures; draft introduction; review and revise summary adjudication motion; draft strategy e-mail	3.80	2,280.00
09/08/2018	JC	Prep stip/Proo re Continue trial and related dates (1.5)	1.50	1,125.00
09/10/2018	JC	Email to opc re stip to continue trial (.4)	0.40	300.00
09/12/2018	JC	Telephone call to Matthew R. Gershman - left message returning his call (.3)	0.30	225.00
09/13/2018	JC	Telephone call to Matthew R. Gershman - spoke regarding stip re trial continuance and msj (.4)	0.40	300.00
09/26/2018	JC	Various emails w/ OPC; finalize stip to vacate/continue dates (1.5)	1.50	1,125.00
09/28/2018	JA	Review Class Cert Order & Discuss w/ J. Carney re: Strategy & Notice (1.3)	1.30	1,040.00
09/28/2018	JC	Email corresp w/ co-counsel (.4) review Court's order re cert (.8) and prep stip and order / ntc (1.5); Revise ntc and prep stip re notice (2.5)	5.20	3,900.00
09/30/2018	JC	Review and revise MPA for MSJ (2.5)	2.50	1,875.00
10/01/2018	JC	Letter to client re: Certification granted [1.0]	1.00	750.00
10/02/2018	JA	Telephone call to Robert J. Herrington - voice mail & Memo to File re: Cert Order & Issues (.30)	0.30	240.00

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10/02/2018	JC	Revise and final stip / ntc and email opc; ((1.) continued work on MSJ, Ntc of Mx, RJN, Decl JC re MSJ (6.)	7.00	5,250.00
10/03/2018	JA	Telephone call to Dr. Brian Kriegler & Melissa Daniel re: Cert Order & Strategy & Memo to File (.30)	0.30	240.00
10/08/2018	JW	Outside Contractor J. Wilkinson (Paralegal Services)	1.40	210.00
10/10/2018	JC	Telephone call to Matthew R. Gershman - spoke regarding ntc, msj and possible mediation (.3)	0.30	225.00
10/15/2018	JC	Review class ntc re chino hills cert (.8)	0.80	600.00
10/16/2018	JA	Telephone call to Dr. Brian Kriegler & Melissa Daniel & Memo to File re: Analysis For Merits (.70)	0.70	560.00
10/16/2018	JC	Email to Kriegler w/ Order re expert disclosures (.4) email to opc re following up re notice (.4)	0.80	600.00
10/17/2018	JW	Outside Contractor J. Wilkinson (Paralegal Services)	13.00	1,950.00
10/18/2018	JA	Review File for Conf Call (.70); Conf Call w/ Ms. Beers, Mr. Gersman, and Ms. Carney re: Notice Issues & Memo to File (.40)	1.10	880.00
10/18/2018	JC	Telephone call from Matthew R. Gershman - spoke regarding notice/stip and mediation (.4) revise notice/ stip and opt out (1.) email judge west for dates and provide dates to opc and email opc revised forms (.8)	2.20	1,650.00
10/22/2018	JC	Telephone call from Matthew R. Gershman - spoke regarding the stip/ntc etc (.3); Prep proo based off stip; email opc (.8)	0.90	675.00
10/28/2018	JC	Review email and redline changes to the stipulation (.8) email opc w/ accepted changes	0.80	600.00
10/30/2018	JC	Email corresp following up w/ OPC re ntc (.4)	0.40	300.00
10/31/2018	JW	Outside Contractor J. Wilkinson (Paralegal Services)	3.90	585.00
11/06/2018	JC	Email opc re proposed notice (.4)	0.40	300.00
11/07/2018	JC	Email corresp w/ OPC and finalize stip/order for ntc (.8)	0.80	600.00
11/16/2018	JW	Outside Contractor J. Wilkinson (Paralegal Services)	1.90	285.00
11/19/2018	JC	Email w/ OPC and Rust re mailing (.4)	0.40	300.00
11/27/2018	JC	Email to rust re postage pre paid on exclusion and email to opc re time to discuss msj, expert and mediation (.8); Various emails w/ OPC re mediation/ mailing to the class etc (.8) email to judge west's assistant (.4); Status ltr to client re mailing of notice (.8)	2.80	2,100.00
11/28/2018	JC	Various emails re rest period issue (.7)	0.70	525.00
11/29/2018	JC	Various emails re mediation (.8); Telephone call to Raphael A. Katri - spoke regarding mediation (.3)	1.10	825.00
11/30/2018	JC	Review rust email/ formatted notice and provide nits and approval; various emails from OPC re data going to Rust; prep mediation data request letter (2.5)	2.50	1,875.00
12/03/2018	JA	Review Notice Material (.40); Review & Reply to Corresp re: Class Size & Postage (mult) (1.0)	1.40	1,120.00
12/03/2018	JC	Finalize data request ltr; review various emails from Rust and Naomi re data and web page/toll free number (.8)	0.80	600.00
12/07/2018	JC	Review testimony, policy etc on rest breaks, email co-counsel and provide strategy on adding the claim (1.) email corresp w/ OPC re time for a call to discuss briefing (.4)	1.40	1,050.00
12/10/2018	JC	Telephone call to Matthew R. Gershman - spoke regarding briefing schedule for WDC MSJ (.3); Stip and order re briefing schedule (1.5); email to rust to confirm mailing occurred today (.3)	2.10	1,575.00
12/12/2018	JC	Review VTO numbers from Kriegler and Garcia testimony (memo to file) .8)	0.80	600.00
12/13/2018	JC	email corresp w/ OPC, BK and finalizing of the stip/ order re msj (1.5)	1.50	1,125.00
12/14/2018	JC	Telephone call to Matthew R. Gershman - spoke regarding the MSJ (.3); Review 2018 vote and decl and email memo re call and msj strategy to JA (.5); Review email from court (.4)	1.10	825.00
12/20/2018	JW	Outside Contractor J. Wilkinson (Paralegal Services)	2.70	405.00
12/27/2018	JC	Review and revise MPA MSJ (2.5)	2.50	1,875.00

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12/31/2018	JW	Outside Contractor J. Wilkinson (Paralegal Services)	11.60	1,740.00
12/31/2018	JC	Continued work on MPA, Ntc, Decl, Sep statement and RJN (5.5)	5.50	4,125.00
01/02/2019	AI	Garcia v. Wal-Mart 5.00 hours	5.00	3,000.00
01/03/2019	AI	Review and revise AWS summary judgment motion (5.0)		
01/03/2019	AI	Garcia v. Wal-Mart 2.25 hours	2.30	1,380.00
01/03/2019	JC	Finish revising AWS summary judgment motion (2.25)		
01/03/2019	JC	Telephone call to Matthew R. Gershman - spoke regarding the MSJ (.3); Working at revising and finalizing the MSJ (10)	10.20	7,650.00
01/04/2019	JC	Finalize all the MSJ docs/etc (8.5)	8.50	6,375.00
01/07/2019	JC	Prepare Decls re Rule 60 error (1.5)	1.50	1,125.00
01/08/2019	AI	Garcia v. Wal-Mart 4.50 hours	7.30	4,380.00
		Review summary judgment motion and related filings; review class certification motion, reply and class certification ruling; start outlining issues and proposed response; search prior briefing for argument re: PAGA is law enforcement action; Garcia v. Wal-Mart 2.75 hours		
		Review MSJ arguments re: PAGA/Rule 23; review Wal-Mart's Rule 23 cases; draft notes; cite check Wal-Mart's authorities and perform additional research; draft notes.		
01/09/2019	AI	Garcia v. Wal-Mart 4.25 hours	10.80	6,480.00
		Continue reviewing summary judgment motion, outlining issues and proposed response; review separate statement.; Garcia v. Wal-Mart 4.50 hours		
		Review Wal-Mart's MSJ arguments re: second meal break waiver; review outline; draft Plaintiff's affirmative arguments re: second meal break waiver is invalid.; Garcia v. Wal-Mart 2.00 hours		
		Continue reviewing key cases; draft notes; start drafting opposition argument re: Rule 23.		
01/10/2019	AI	Garcia v. Wal-Mart 6.25 hours	13.80	8,280.00
		Review and revise PAGA argument outline; review and revise preliminary argument re: second meal break waiver argument; review PAGA constitutionality argument; review key authorities; conduct additional research and draft arguments re: standing issue; Garcia v. Wal-Mart 5.50 hours		
		Continue drafting and revising affirmative arguments re: second meal break waiver is invalid; conduct legal research re: contract principles and revocation of meal break waiver; draft notes; start drafting arguments in opposition to Wal-Mart's meal break waiver arguments.; Garcia v. Wal-Mart 2.00 hours		
		Continue reviewing key cases and drafting arguments re: Rule 23 requirements do not apply.		

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01/11/2019	AI	Garcia v. Wal-Mart 3.25 hours Review Wal-Mart's authorities re: constitutional standing; draft notes; draft argument in opposition; review argument re: illusory contract; review Wage Orders, Statement as to Basis and prior e-mails re: issue; outline proposed response; Garcia v. Wal-Mart 2.75 hours Continue drafting arguments in opposition to Wal-Mart's meal break waiver arguments; review and revise same.	6.00	3,600.00
01/12/2019	AI	Garcia v. Wal-Mart 6.25 hours Review and revise arguments re: meal break waiver issue; conduct research, draft notes and draft strategy e-mail re: applicable Wage Order; conduct research re: bilateral and unilateral contracts, illusory contracts and termination provision; review exhibits and prior briefing; draft argument re: invalid meal break waiver; Garcia v. Wal-Mart 1.25 hours Review and revise Rule 23 arguments.	7.50	4,500.00
01/13/2019	AI	Garcia v. Wal-Mart 5.50 hours Finish revising argument re: valid meal break waiver; review Rule 23 argument; conduct additional research re: Rule 23; revise argument	5.50	3,300.00
01/14/2019	JA	Review, Revise & Final SPROG and RFPD (1.4); Review Rust Corresp & Class List (.50); Draft Corresp to Rust & OPC re: Contact Info (.70); Review Rust Data w/ Correct Contact Info & Corresp (1.3); Draft Second Corresp to Rust & OPC re: Exclusion Proposal (1.0)	4.90	3,920.00
01/14/2019	AI	Garcia v. Wal-Mart 6.75 hours Conduct further research re: Wal-Mart's Rule 23 authorities; finish revising Rule 23 argument; conduct further research re: Wal-Mart's "standing" authorities; finish drafting standing argument; conduct research and draft argument re: PAGA manageability.; Garcia v. Wal-Mart 4.75 hours Review and revise opposition to Wal-Mart MSJ; check citations. Prep and Serve Merits Disc rfpd and sprogs (2.5) email corresp w/ Rust re mailing and list (.8)	11.50	6,900.00
01/14/2019	JC	Garcia v. Wal-Mart 5.50 hours Review prior briefing and exhibits; review and revise factual and procedural background; insert evidence citations; draft summary judgment standard; review and revise invalid meal break waiver argument; review and revise response to Wal-Mart's arguments re: second meal break waiver.	4.30	3,225.00
01/15/2019	AI	Outside Contractor J. Wilkinson (Paralegal Services)	5.50	3,300.00
01/15/2019	JW	Garcia v. Wal-Mart 2.50 hours Finish reviewing and revising arguments in opposition to MSJ re: second meal break waiver; draft introduction; review and revise opposition.; Garcia v. Wal-Mart 1.00 hours Review and revise Plaintiff's Response to Wal-Mart's separate statement.	33.40	5,010.00
01/16/2019	AI	LR. Review, Revise & Final Oppo MP&A (6.5); Draft JA Declaration ISO Oppo (1.2)	3.50	2,100.00
01/17/2019	JA		7.70	6,160.00

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01/17/2019	AI	Garcia v. Wal-Mart 3.25 hours Review comments to opposition brief; review and revise same; review and revise separate statement.	3.30	1,980.00
01/17/2019	JC	Review Oppo to MSJ and make some edits and send AI the revocation memo re meal waiver (1.5)	1.50	1,125.00
01/18/2019	JA	Review, Revise & Final Oppo Papers to MSJ (2.0)	2.00	1,600.00
01/18/2019	AI	Garcia v. Wal-Mart 3.00 hours Review Antonelli declaration; draft strategy e-mail re: same; revise and finalize MSJ opposition; finalize separate statement opposition.	3.00	1,800.00
01/18/2019	JC	Final all for oppo/errata etc (5.)	5.00	3,750.00
01/19/2019	AI	Garcia v. Wal-Mart 3.50 hours Review opposition to plaintiff's AWS MSJ, separate statement in opposition, declaration and exhibits; draft notes; start outlining reply strategy re: facts.	3.50	2,100.00
01/20/2019	AI	Garcia v. Wal-Mart 1.00 hours Continue reviewing Wal-Mart's separate statement; identify factual issues which require further investigation; continue reviewing summary judgment arguments.	1.00	600.00
01/22/2019	AI	Garcia v. Wal-Mart 2.75 hours Review Wal-Mart separate statement of material facts in opposition to Plaintiffs' MSJ (AWS); draft notes re: factual issues and evidence in support.	2.80	1,680.00
01/22/2019	JC	Email opc re exh 17 (.4); Review errata, send to AI and prep initial draft med brief (2.5)	2.90	2,175.00
01/23/2019	JC	Emails to Rust/ILYM re estimate (.8)	0.80	600.00
01/24/2019	JC	Revise WDC Mrs brief (1.5)	1.50	1,125.00
01/26/2019	AI	Garcia v. Wal-Mart 4.00 hours Review opposition and draft reply re: Wal-Mart's equitable arguments; conduct research re: AWS as an exemption versus exception to overtime requirements; draft notes.	4.00	2,400.00
01/27/2019	AI	Garcia v. Wal-Mart 4.00 hours Conduct research re: deference afforded DLSE Manual; draft notes; conduct further research re: AWS exception as an affirmative defense; draft argument re: same.	4.00	2,400.00
01/28/2019	JA	Telephone call to Larry W. Lee (VM) & Memo to File (.30); Draft Email to Larry Lee (.60)	0.90	720.00
01/28/2019	AI	Garcia v. Wal-Mart 6.00 hours Conduct further research and draft arguments re: AWS is an affirmative defense and waiver of AWS affirmative defense issue; review opposition and start drafting arguments re: reasons why 2004 AWS is invalid; Garcia v. Wal-Mart 4.25 hours Review Wal-Mart's Separate Statement of Additional Material Facts and supporting evidence; prepare outline of deficiencies and response to factual assertions	10.30	6,180.00

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01/29/2019	AI	Garcia v. Wal-Mart 6.50 hours Finish drafting arguments re: disclosure requirement; conduct research, review documents and evidence and draft arguments re: additional failures pertaining to 2004 AWS election; Garcia v. Wal-Mart 1.00 hours Finish reviewing Wal-Mart's Separate Statement and supporting evidence; finishing outlining deficiencies and response to factual assertions; conduct research re: verification on information and belief	7.50	4,500.00
01/29/2019	JC	Email corresp w/ co-counsel re Med Brief (.8)	0.80	600.00
01/30/2019	AI	Garcia v. Wal-Mart 3.75 hours Continue reviewing key documents and authorities; continue drafting reply arguments re: Wal-Mart's failure to comply with AWS election requirements; Garcia v. Wal-Mart 1.75 hours Review evidence and start preparing objections to Wal-Mart's Statement of Additional Material Facts; conduct research re: evidentiary rules	5.50	3,300.00
01/31/2019	JA	Review Cases and LR (3.3); Revise & Final Med Brief w/ Exh to File with Judge & JAMS (1.5)	4.80	3,840.00
01/31/2019	AI	Garcia v. Wal-Mart 3.25 hours Review prior briefing; revise arguments re: second meal break waiver; review and revise reply brief; Garcia v. Wal-Mart 1.00 hours Review Wal-Mart's evidence for potential evidentiary objections	4.30	2,580.00
01/31/2019	JW	Outside Contractor J. Wilkinson (Paralegal Services)	12.70	1,905.00
01/31/2019	JC	Review Reply MSA, confirm accuracy of arg re evidence, and make redline changes, draft Decl JC re evidence (2.)	2.00	1,500.00
02/01/2019	JA	Review Reply for Final & LR Cases (4.5); Draft MOU For Mediation (1.6)	6.10	4,880.00
02/08/2019	JA	Telephone call to Naomi Beer (VM) Re: Mediation Data & memo to File (.30)	0.30	240.00
02/12/2019	JA	Review & Analyze Data Produced By OPC (5.5); Review & Prep For Mediation (3.8)	9.30	7,440.00
02/14/2019	JA	Prepare Mediation Opening Notes & LR AWS Issues (2.5); Travel & Attend Mediation (8.5)	11.00	8,800.00
02/14/2019	JC	Various emails w/ JA re mediation and opc re continuing dates (1.)	1.00	750.00
02/15/2019	JC	Stip to continue pretrial dates (1.) and various emails (.6)	1.60	1,200.00
02/18/2019	JW	Outside Contractor J. Wilkinson (Paralegal Services)	8.60	1,290.00
02/20/2019	JA	Telephone call to Melissa Daniel - spoke & Memo to File re: Data (.40)	0.40	320.00
03/12/2019	JA	Telephone call to Kenneth Yoon - spoke & Memo to File (.70)	0.70	560.00
03/15/2019	JA	Review File For Expert Disclosure & Draft Disclosure (2.0)	2.00	1,600.00
03/15/2019	JC	Telephone call to Brian Kriegler - spoke regarding the report (.3) various emails re MSJ and settlement admin (.8)	1.10	825.00
03/18/2019	JA	Review Class List & Provide to BK (1.2); Draft Corresp to OPC re: WIN for Class List Mising (.70); Review & Reply to Corresp from Melissa Daniel (mult) (.80); Telephone call to Dr. Brian Kriegler & Melissa Daniel re: Report Questions & Memo to File (1.30)	4.00	3,200.00
03/19/2019	JA	Draft Memo re: Additional Discovery Post Dr. Kriegler Call (.60); Review Fiel for OPC Deadline to Produce Data (.30)	0.90	720.00
03/19/2019	JC	RFPD re meal waivers and second meal disc (1.)	1.00	750.00
03/20/2019	JA	Review Ms. Beer Corresp re: Hire & Term Data Forthcoming & Reply Thereto (1.2); Draft Corresp to KB & RK re; Status & Discovery (1.4); Review Data Produced (partial) (2.2); Draft Corresp/Review & Reply to Corresp from OPC re: Opt Outs (mult) (1.7); Draft Corresp to Rust re: Opt Out (.70)	7.20	5,760.00

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03/20/2019	JC	Revise meet and confer ltr (.8) prep supplemental disclosures (2.)	2.80	2,100.00
03/25/2019	JC	Review file for additional and final merits disc (1.5)	1.50	1,125.00
03/26/2019	JA	Telephone call to Melissa Daniel - spoke & Memo to File re: Report & Data Issues (.50); Review Ms. Beer Corresp re: M&C (.40); Draft Reply M&C (.70); Review Ms. Beer Corresp re: Data Issues & Reply (.60)	2.20	1,760.00
03/27/2019	JA	Draft Corresp to OPC re: Data Issues & review Resposne (.80); LR PAGA Penalties & Prepare Summary For Expert (1.7)	2.50	2,000.00
03/28/2019	JA	Review Ms. Beer Responses to Data Issues & Analyze (1.2); Draft Response to Ms. Beer re: Plan to Stip to Remove (.70); Draft Corresp to motions. Daniel (.80)	2.70	2,160.00
03/28/2019	JC	Finalize the rfpd adn merits disc (1.5)	1.50	1,125.00
03/29/2019	JA	Review Corresp from OPC & Corrsp w/ Melissa (mult) (1.8); Analyze New List & Data (.80)	2.60	2,080.00
03/29/2019	JW	Outside Contractor J. Wilkinson (Paralegal Services)	25.40	3,810.00
04/04/2019	JA	Conf w/ Brian Kriegler re: Data Issues & Memo to File (.70); Draft Corresp to Ms. Beer re: Data Issues & Resolution (.70); Review & Reply to Ms. Daniel Corresp re: Data Qs (mult) (1.2); Review & Reply to Judge West (.40)	3.00	2,400.00
04/04/2019	JC	Telephone call to Melissa Daniel - spoke regarding the expert report (.3); Status ltr to client (.8)	0.90	675.00
04/05/2019	JA	Review Report for Production, Final & Serve (2.7); Review & Reply to CMI (mult) & Notes to File (2.4); Draft Deisignation & Serve (1.5)	6.60	5,280.00
04/05/2019	JC	Review final report and disclosure, email opc re service electronic (1.50); Status ltr to client (.8)	2.30	1,725.00
04/09/2019	JA	Review Corresp re: Kriegler Depo Dates & Reply (mult) (1.4); Tel Call to Dr. Kriegler re: Dates (.30); Draft & Reply to Kevin Barnes Corresp re: Coverage (mult) (1.2); Draft Corresp to Mr. Herrington (.70)	3.60	2,880.00
04/09/2019	JC	Email corresp re expert depo L(.8)	0.80	600.00
04/10/2019	JA	Draft Corresp to Mr. Barnes & Katri re; Intake Memo & Calls (1.3)	1.30	1,040.00
04/13/2019	JA	Review & Reply to CMI (mult) re: Witness Potential & Intake (2.4)	2.40	1,920.00
04/16/2019	JA	Review Expert Subp to Dr. Kriegler (3 versions) (1.5); Draft Corresp to Dr. Kriegler w/ Subp & Production Request (mult) (1.7)	3.20	2,560.00
04/17/2019	JA	Review & Approve Invoice & Payment Docs For Kriegelr Production (1.2); Draft, Review, & Reply to Corresp re: Kriegler Meeting & Prep (2.4)	3.60	2,880.00
04/18/2019	JA	Review Subp For Dr. Kriegler Records & Draft Objection & Responses (3.5); Draft Corresp to Dr. kriegler (.80); Telephone call to Dr. Brian Kriegler - spoke & Memo to File re: Depo Prep (.40); Organize Docs to Produce (2.0)	6.70	5,360.00
04/19/2019	JA	Review Expert File for Production & Gather Docs to Produce (7.5)	7.50	6,000.00
04/19/2019	JC	review data for production for Kriegler (2.)	2.00	1,500.00
04/21/2019	JA	Revise & Final Expert Production (2.2); Draft Corresp to Mr. Herrington re: production (.80); Review & Reply to Ms. Beer re: Class List & Data Issues (1.1); Draft Corresp to Dr. Kriegler (.40)	4.50	3,600.00
04/24/2019	JA	Review Dr. Kriegler Backup files (.80); Draft Corresp to OPC re: Production (.80); Tel Conf w/ Dr. Kriegler re: Backup(.50)	2.10	1,680.00
04/29/2019	JA	Draft, Review, & Reply to Corresp re: Dr. Kriegler Depo (1.4); Draft Coresp to Dr. Kriegler re: Depo T-Script (.80); Review Depo T-Script (2.5)	4.70	3,760.00
04/30/2019	JC	Telephone call to Matthew R. Gershman - spoke regarding discovery (.3); Telephone call to Matthew R. Gershman - spoke regarding the pretrial dates (.3); Review email from opc re trial prep (.4)	0.80	600.00

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05/03/2019	JC	Email corresp w/ opc and review stip /redline and return email to opc (1.)	1.00	750.00
05/07/2019	JC	Telephone call to Dr. Brian Kriegler - spoke regarding the Newlon decl (.3) prep Depo ntc of Newlon and ltr re unilaterally set (2.); Telephone call with Matthew R. Gershman - Spoke regarding scheduling Newlon and issue w/ her decl (.3)	2.60	1,950.00
05/09/2019	JC	Amended ntc of Newlon, ltr to opc re Tarweek and depo ntc of tarweek (1.)	1.00	750.00
05/15/2019	JW	Outside Contractor J. Wilkinson (Paralegal Services)	3.40	510.00
05/20/2019	JA	Review Dr. Newlon Rebuttal Decl & Draft Notes (1.8)	1.80	1,440.00
05/20/2019	JC	Review email/order from the court re supplemental briefing (.8)	0.80	600.00
05/21/2019	JA	Review Newlon Depo & Prep Questions (partial) (3.5); Draft Corresp to OPC re: Newlon Docs (.80); Review File & Draft Corresp to Ms. Beer re: Meal Waiver Issue (1.2); Telephone call to Dr. Brian Kriegler & Melissa Daniel re: Newlon Report & Memo to File (.70)	6.20	4,960.00
05/22/2019	JA	LR & Draft Supp Brief (Partial)(6.5)	6.50	5,200.00
05/23/2019	JA	Review & Analyze Docs Produced by Dr. Newlon (2.5); Final Depo Prep (2.0); Take Depo of Dr. Newlon (2.5); Conference w/ Rob Herrington (1.30)	8.30	6,640.00
05/24/2019	JC	Work on supplemental briefing (3.5)	3.50	2,625.00
05/27/2019	JA	LR & Final Supp Brief MSJ For Filing (2.3)	2.30	1,840.00
05/27/2019	JC	Finalize supplemental briefing (1.)	1.00	750.00
05/28/2019	JC	Stip re meal waiver issue (1.)	1.00	750.00
05/29/2019	JA	Telephone call to Dr. Brian Kriegler - spoke & Memo to File (.70)	0.70	560.00
06/01/2019	JA	Review, Revise & Final Stip re: Meal Period Waiver (1.2)	1.20	960.00
06/01/2019	JW	Outside Contractor J. Wilkinson (Paralegal Services)	0.60	90.00
06/04/2019	JA	Review & Analyze Defense Supp Brief (2.5); Review OPC Cases (2.3); Review Newlon Errata (.40); Confer w/ Kriegler re: Rebuttal Report & Review Same (1.8); Draft Memo re: Rebuttal Designation & Prep (partial) (1.5)	8.50	6,800.00
06/10/2019	JA	LR Reply Brief (3.5); Revise & Final Reply Brief for Filing (5.3)	8.80	7,040.00
06/13/2019	JA	Review M&C re; Personnel Files & LR (1.3); Review Responses to Discovery re: M&C Issues (1.5); Draft Corresp re: Meal Waiver Stip (.60)	3.40	2,720.00
06/18/2019	JA	Review OPC Letters (mult) (.80); LR Personnel File Issue and Remedies (2.2); Draft Corresp to OPC re: Personnel File Production Absent Class Members (.70); Review Dr. Newlon T-Script and Changes Thereto (1.20)	4.90	3,920.00
06/25/2019	JA	Review Trial Rules & Draft Memo re: Items to Complete (4.5); Review Dr. K Depo Invoice & Draft Corresp to OPC re: Payment (1.0); Review Ms. Beer Corresp re: Pers File Response (.40)	5.90	4,720.00
06/27/2019	JC	Telephone call with Matthew R. Gershman - Spoke regarding the stip to continue (.3); Stip to continue dates and email to opc (1.)	1.10	825.00
06/30/2019	JC	Review redline changes to stip (.8) prep proo and email opc w/ proo (.8)	1.60	1,200.00
07/02/2019	JC	Email corresp w/ opc, revise stip/order and final stip (.8)	0.80	600.00
07/03/2019	JC	Status ltr to client (.7)	0.70	525.00
07/09/2019	JA	Revise & Final Status Letter to Client (.40)	0.40	320.00
07/11/2019	JA	Review Court Order re: Final PTC & Memo to Staff re: Dates (1.2)	1.20	960.00
07/14/2019	JA	Review Naomi Corresp re: Personnel File Response (.40); Review Personnel Files Produced (partial) (5.6)	6.00	4,800.00
07/16/2019	JA	Review Message From Mr. Garcia & Draft Response (.80); Review File re: WDC Check to Client (.20); Review Letter from OPC re; Kriegelr Check (.40);Draft Corrsp to OPC re; Check (.50); Draft Dr. Kriegelr Corresp re; Check (.60)	2.50	2,000.00

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08/12/2019	JC	Review Order re MSJ and email co counsel (1.)	1.00	750.00
08/15/2019	JC	Telephone call to Brian Kriegler - spoke regarding the order. (.3)	0.30	225.00
08/21/2019	JC	LR re dates/ pretrial etc; Email to OPC re setting up a time and email to KB to get his availability (1.)	1.00	750.00
08/26/2019	JC	Pretrial Conference order draft (2.5)	2.50	1,875.00
08/27/2019	JC	Telephone call to Matthew R. Gershman - spoke regarding the pretrial conference (.4)	0.40	300.00
08/30/2019	JW	Outside Contractor J. Wilkinson (Paralegal Services)	1.60	240.00
08/31/2019	JC	Continued work on pretrial order and LR on the MILS (2.)	2.00	1,500.00
09/10/2019	JC	Telephone call to Matthew R. Gershman - left message re pretrial conference (.3)	0.30	225.00
09/13/2019	JW	Outside Contractor J. Wilkinson (Paralegal Services)	2.50	375.00
09/18/2019	JC	Continued work on the final pretrial order (.8) work on joint statement of the case, exh binder and witness list (3.5)	3.50	2,625.00
09/20/2019	JC	Strategy meeting w/ JA re pretrial (1.) travel and attend pretrial conference (3.5) Pretrial conference memo, strategy and to dos (1.5); Initial draft of Memo of contentions/ law and fact (5.)	11.00	8,250.00
09/23/2019	JC	Status ltr to client re MSJ ruling and pretrial issues (1.); Email to opc re qui tam / paga liability (.8) prep investigation ltr in prep for trial (.8)	2.60	1,950.00
09/24/2019	JC	Prep intake survey for 2005 ees (1.) continued work on Memo of Facts/Contentions (2.5)	3.50	2,625.00
09/25/2019	JC	Continued work on memo of contentions and facts, lr etc (5.5)	5.50	4,125.00
09/26/2019	JA	Telephone call to Kevin T. Barnes & Janelle Carney & Memo to File re: Trial Prep Strategy (1.20)	1.20	960.00
09/26/2019	JC	Review file for evidence on spanish speaking/ etc / trial prep (4.5); Trial prep call w/ KB (1.)	5.50	4,125.00
09/30/2019	JA	Draft Corresp re: Trial (.70); Telephone call to Robert J. Herrington (LM) Re; Trial Issues (.40); Review & Final Survey For Mailer (.60)	1.70	1,360.00
09/30/2019	JW	Outside Contractor J. Wilkinson (Paralegal Services)	13.80	2,070.00
10/01/2019	JA	Telephone call to Naomi Beer - spoke & Memo to File (.60); Review & Reply to Rob Herrington Corresp (.50); Review Mr. Zito Corresp re: 2018 & 2005 AWS & Draft Reply (1.3)	2.40	1,920.00
10/01/2019	JC	Review proposed submission of Cimo testimony and prepare obj for final pretrial order (1.); LR peremptory, 5% primary non english, and rebuttal/impeachment witnesses: memo to the file (2.) review proposed submission of Ponce and draft objections (1.) review Richard's proposed submission and prepare objections and propose submission (1.); Review intake and [REDACTED] (1.0) [REDACTED] (1.0) [REDACTED] (1.0)	8.00	6,000.00
10/02/2019	JA	Review CM Survey Responses & Draft Memo (mult) (2.8); Review & Revise Ricahrds Depo Obj to Evidence (1.2); Review & Revise Cimo Depo & Obj to Trial Evidence (1.3); Review Ponce Depo & Revise Obj To Depo Evidence (1.1)	6.40	5,120.00
10/02/2019	JC	Review additional deposition submissions for various proposed witnesses and prepare objections (4.5); Review intake and [REDACTED] (1.0) [REDACTED] (1.0) [REDACTED] (1.0), [REDACTED] (1.0)	9.50	7,125.00
10/03/2019	JC	Prep ltr re FOIA to EEOC and update witness list (1.); Review intake [REDACTED] (1.0), [REDACTED] (1.0)	3.00	2,250.00
10/04/2019	JC	Continued work on wit list, exh list, email to opc re exh list and timing, continued LR and work on Memo of facts (4.); Draft of PMQ subpoena for EEO1 docs (.8)	4.80	3,600.00
10/08/2019	JC	Continued work on trial prep (3.5); Review intake and update witness list of [REDACTED] (1.0) [REDACTED] (1.0)	5.50	4,125.00
10/09/2019	JA	Review Docs For Trial Prep (3.5)	3.50	2,800.00

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10/09/2019	JC	Telephone call to Matthew R. Gershman - spoke regarding the joint list (.5) continued work to merge the lists w/ docs we need (2.)	2.50	1,875.00
10/09/2019	JC	Review intake and update witness list of Jose Aldaco (1.0)	1.00	750.00
10/10/2019	JC	Continued work on joint exh (1.5); Email corresp w/ OPC (.4)	1.90	1,425.00
10/11/2019	JA	Reviwe File for Trial Docs & Revise Memo of Contentions (6.5); LR Various Theories & Orders (2.6)	9.10	7,280.00
10/11/2019	JC	Telephone call from Matthew R. Gershman - spoke regarding joint exh list (.6)); Continued work on trial prep/ memo of contentions and review Def's joint exh list w/ Obj (3.5)	4.10	3,075.00
10/12/2019	JC	Continued work on joint list and prep obj to the defendant's exhs (1.)	1.00	750.00
10/13/2019	JC	Continued work on memo of contentions, LR etc (3.5)	3.50	2,625.00
10/14/2019	JC	Email corresp w/ Opc re joint exh list (.8) continued work on Memo of Contentions (1.); Revise proposed pretrial order (1.5) revise witness list to add addresses etc (.8)	4.10	3,075.00
10/15/2019	JA	Review OPC Filings Pre_Trial Order & LR w/ JC re; Positions (various) (5.6); Draft Corresp to Mr. Garcia re: P Pre-Trial Order Filing (1.2)	6.80	5,440.00
10/15/2019	JC	Review documents filed by opc and memo to file re trial contentions (3.)	3.00	2,250.00
10/16/2019	JA	Review & Revise Pre-Trial Order & LR Same (4.5); Review File For Documentary Evidence (2.0)	6.50	5,200.00
10/16/2019	JW	Outside Contractor J. Wilkinson (Paralegal Services)	15.30	2,295.00
10/16/2019	JC	Continued work on pretrial order (1.)	1.00	750.00
10/18/2019	JC	Email corresp re the final pretrial order (.4); Telephone call to Matthew R. Gershman - spoke regarding the final pretrial order (.4)	0.80	600.00
10/21/2019	JA	Review Trial Docs & Redline From JC & Revise (2.4)	2.40	1,920.00
10/24/2019	JC	Email corresp w/ OPC re joint pretrial and prep of ntc of lodgment (1.)	1.00	750.00
10/31/2019	JW	Outside Contractor J. Wilkinson (Paralegal Services)	12.20	1,830.00
11/04/2019	JA	Travel To Court re: Pre-Trial Conference (6.3); Telephone call to Kevin T. Barnes - spoke & Memo to File (.30); Telephone call to Naomi Beer (VM) & Memo to File (.30)	6.90	5,520.00
11/04/2019	JC	Travel and attend Final Pretrial Conference (3.5)	3.50	2,625.00
11/05/2019	JC	Telephone call to Matthew R. Gershman - left message to discuss in limine briefing	0.30	225.00
11/06/2019	JC	Telephone call from Matthew R. Gershman - spoke regarding MILS and exhibits etc (.4)	0.40	300.00
11/07/2019	JC	Email corresp w/ OPC re MILs (.6)	0.60	450.00
11/11/2019	JA	Telephone call to Naomi Beer - spoke & Memo to File (.30); Review Notes & Draft Strategy Memo (1.4)	1.70	1,360.00
11/11/2019	JC	email to Rick at EP re retention (.8)	0.80	600.00
11/12/2019	JC	Telephone call from Rick Kraemer - spoke regarding trial prep (.4)	0.40	300.00
11/15/2019	JW	Outside Contractor J. Wilkinson (Paralegal Services)	15.80	2,370.00
11/19/2019	JC	email key rebuttal docs to EP (.8)	0.80	600.00
11/22/2019	JA	Telephone call to Matthew R. Gershman, Naomi Beer, and Janelle Carney & Memo to File (1.20)	1.20	960.00
11/22/2019	JC	Telephone call to Matthew R. Gershman - spoke regarding our MILS (1.10) Draft MPA MIL 1 (2.5); LR FRE and email corresp w/ MG re witnesses for Trial (1.)	4.60	3,450.00
11/29/2019	JW	Outside Contractor J. Wilkinson (Paralegal Services)	5.60	840.00
12/02/2019	JA	Review LR Memo re: Rule 68 & Draft Response (1.5)	1.50	1,200.00
12/02/2019	JC	Email to opc re call at 2:30. Continued work on MIL 1 and Decl JC and Ntc (3.); Telephone call with Matthew R. Gershman - Spoke regarding WO for trial/exhibit; Draft MIL 2 re custom and practice in the industry (5.5)	8.80	6,600.00

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12/03/2019	JA	Review & Revise MIL No. 1 re: Employees Like AWS & Research (3.4)	3.40	2,720.00
12/03/2019	JC	LR statement of basis and DLSE manual for the primarily non english language (1.) prep RJN re MILS (.8); Email Kb/gl; revise MIL 2 and RJN (2.)	3.80	2,850.00
12/09/2019	JC	Ntc of MIL 3 (.8); Draft of MIL 3 mpa (5.	5.80	4,350.00
12/10/2019	JA	Review EP Corresp re: Mock Trial Presentation (.30); Draft Corresp to Mr. Barnes re: Health & Continue (.40)	0.70	560.00
12/11/2019	JC	Continued work on MIL 3 (1.5); Telephone call to Matthew R. Gershman - spoke	1.80	1,350.00
12/12/2019	JA	Review MIL No. 3 & Revise (1.2)	1.20	960.00
12/12/2019	JC	Various emails re MILS/trial; Final MIL 3 mpa (1.5); Review and revise the stip to continue the trial (1.) Review and redline the stip re MILS (1.)	3.50	2,625.00
12/13/2019	JC	Email redline to opc re MILS stip; Review PROO; finalize MIL 1&2, RJN and Decl JC (2.5)	2.50	1,875.00
12/14/2019	JW	Outside Contractor J. Wilkinson (Paralegal Services)	34.00	5,100.00
12/16/2019	JC	Review Redline Stip to continue trial/email opc and final stip (1.)	1.00	750.00
12/17/2019	JA	Review OPC MIL Filed Monday (3.5)	3.50	2,800.00
12/17/2019	JC	Start review of the mils; prep errata and supplemental decl jc (1.)	1.00	750.00
12/20/2019	JA	Review Court Order re; Trial Continue & Draft Correspondence to Clients and Trial Team (2.2)	2.20	1,760.00
12/20/2019	JC	Email to opc re clerk and order to continue the trial (.4)	0.40	300.00
12/31/2019	JW	Outside Contractor J. Wilkinson (Paralegal Services)	14.40	2,160.00
01/03/2020	JC	Status ltr to client re trial continuance (.8)	0.80	600.00
01/04/2020	JC	Review and draft oppo to MIL 1 (5.)	5.00	3,750.00
01/06/2020	JC	Various emails re MILS (.8)	0.80	600.00
01/07/2020	JC	Review MIL 3, LR and draft initial oppo (3.5)	3.50	2,625.00
01/09/2020	JC	Review Oppo MIL 2 and 4 and make revisions and additions (2.); Additional work on oppo MIL 3 (1.5)	3.50	2,625.00
01/11/2020	JA	Review, LR, & Revise Oppo to MIL Nos. 2 & 3 (4.5)	4.50	3,600.00
01/12/2020	JC	Review and revise oppo to MIL 4 and email discussion re non oppo (1.5)	1.50	1,125.00
01/13/2020	JC	Finalize decl, 3 oppos and one non oppo; strategy discussion w/ JA and email corresp w/ Noelle re mock trial (5.)	5.00	3,750.00
01/16/2020	JW	Outside Contractor J. Wilkinson (Paralegal Services)	34.00	5,100.00
01/24/2020	JC	Review Defendants' oppos to MILs 1-3; LR and draft 3 replies and decl JC (10.)	10.00	7,500.00
01/27/2020	JA	Review Wlamar Oppo to MIL No. 3 & LR (1.5); Review & Revise Reply to MIL No. 3 (1.0); Review, LR & Revise MIL Reply No. 2 (2.2)	4.70	3,760.00
01/27/2020	JC	Finalize the replies re MILS 1-3 (1.5)	1.50	1,125.00
01/31/2020	JW	Outside Contractor J. Wilkinson (Paralegal Services)	17.00	2,550.00
02/04/2020	JC	Review full exhibit binder link and make changes (2.5) email opc w/ link (.4)	2.90	2,175.00
02/05/2020	JA	Review Trial Exh & Docs for Opening and Trial Prep (3.0); Tel Conf w/ K. Barnes re: Strategy (.70)	3.70	2,960.00
02/06/2020	JA	Review File and Draft Corresp to Ms. N. Beer (.80) Telephone call to Kevin T. Barnes & J Carney & Memo to File re; Trial Strategy (1.30)	2.10	1,680.00
02/06/2020	JC	Telephone call from Kevin T. Barnes - spoke regarding the trial items / mock trial (1.10) email [REDACTED] send KB all docs and review exhibits for AWS counts (3.5); Review personnel files for additional documents in spanish and english (2.5)	7.10	5,325.00
02/10/2020	JC	Stip to produce witnesses in lieu of subpoena (.8)	0.80	600.00
02/12/2020	JA	LR Stip In Lieu of Subp (.80); Revise & Approve Stip & PROO (.30)	1.10	880.00

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02/13/2020	JC	Review order denying new trial in Hamilton (.8)	0.80	600.00
02/14/2020	JW	Outside Contractor J. Wilkinson (Paralegal Services)	6.10	915.00
02/19/2020	JC	Follow up email to opc re exhibits and stip on subpoena (.4)	0.40	300.00
02/24/2020	JC	Review opc email, review exhibits and respond (1.)	1.00	750.00
02/25/2020	JC	Email w/ Raphy re the rest period policy and trial (.4)	0.40	300.00
03/05/2020	JC	Prep subpoena re spanish language items; prep ltrs to DFEH and EEOC re charges of discrim re spanish; email to opc (1.)	1.00	750.00
03/13/2020	JW	Outside Contractor J. Wilkinson (Paralegal Services)	1.50	225.00
03/13/2020	JC	Telephone call to Matthew R. Gershman - spoke regarding witnesses (.3); LR subpoena and call w/ Gershman; memo to JA/KB (.8)	1.00	750.00
03/23/2020	JC	Finalize two FOIA ltrs to EEOC and DFEH (.7)	0.70	525.00
03/24/2020	JC	Pull exhibits for slides (2.5)	2.50	1,875.00
03/27/2020	JC	Telephone call to Matthew R. Gershman - spoke regarding the trial and the upheaval of COVID 19 (.3); email to co-counsel re call (.4)	0.70	525.00
04/01/2020	JC	Email from OPC re Stip and order (.4) review stip/order, email KB/JA for dates and my recommendation (1.)	1.40	1,050.00
04/02/2020	JC	Update stip / order and email opc (.8)	0.80	600.00
04/06/2020	JC	Email corresp w/ Gershman re stip to continue trial (.8)	0.80	600.00
04/09/2020	JC	Letter to client re court closure and moving trial date (.8)	0.80	600.00
07/28/2020	JC	Email to Gershman re status conference (.4) review court's order continuing everything (.4) follow up email to Gershman (.3)	1.10	825.00
07/30/2020	JC	Status ltr to client re changed date for trial. (.8)	0.80	600.00
10/23/2020	JC	Prep joint status conference statement (.8) email opc w/draft .4)	1.20	900.00
11/12/2020	JC	Review order continuing sc (.8)	0.80	600.00
11/18/2020	JA	Review Min Order re: SC & Trial (.30); Draft Corresp to Experts, Client, & EP re: New Dates (mult) (2.2)	2.50	2,000.00
12/10/2020	JA	Draft letter to Pltf. J.Garcia re: JA retirement & JCAL association in the matter (0.7)	0.70	560.00
05/11/2021	JC	Update SC statement and email OPC (.8)	0.80	600.00
05/12/2021	JC	review minute order and provide client with an update (.8) email corresp w/ Gershman (.3)	1.10	825.00
07/19/2021	JC	Telephone call to Matthew R. Gershman - spoke regarding the status conference (.3) review MIL orders (.80) review MSJ order and email to the file and co-counsel (.8)	1.90	1,425.00
07/26/2021	JA	Telephone call to Terry J. Hatter Jr. - Defense & Plaintiffs SC Appearance & Memo to File (1.0)	1.00	800.00
07/26/2021	JC	Telephone call to Terry J. Hatter - spoke regarding trial setting (1.)	1.00	750.00
07/27/2021	JC	Email to KB et al re trial dates (.3)	0.30	225.00
08/04/2021	JC	Prep settlement conference statement and email corresp w/ KB (2.5)	2.50	1,875.00
08/12/2021	JA	Telephone call to Naomi Beer - spoke & Memo to File re: Trial Issues & Stl Disc (1.0)	1.00	800.00
08/16/2021	JA	Review MSJ Order & MIL Orders & Draft Memo (4.5); Telephone call to Hon. Magistrate Oliver re: Pre-Settlement Conference & Memo to File (.50); Telephone call to Naomi Beer & Matt Gershom & Memo to File re: Settle Talks (.80); Review Trial Docs & Draft Memo (2.4); Review & Draft Memo re: Pre-Trial LR 16 & FRCP Filings (3.3)	11.50	9,200.00
08/17/2021	JA	Review Memo & Docs for MSC (2.2); MSC with Judge Oliver (4.6); Draft Client Corresp (.80); Draft Co-Counsel Strategy Memo (1.0)	8.60	6,880.00
08/23/2021	JA	Review Ms. Beer Corresp re: Meeting Trial, Etc (.30); Review File To Prepare Response to Ms. Beer (2.3); Telephone call to Kevin T. Barnes - spoke & Memo to File re: Pre_Trial Issues (1.20); Draft Detail Response to Ms. Beer re: Pre-Trial & Trial Theories (1.0)	4.80	3,840.00

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08/30/2021	JA	Review Ms. Beer Coresp & Reply Re; Trial Meeting (mult) (1.3);	6.80	5,440.00
09/01/2021	JA	Review Discovery File & Prep Summary For Presentation (5.5)		
		Review File & Prepare Notes for Pre-Trial Meeting (3.4); Pre-Trial Meeting (zoom) w/ Naomi Beer, Matt Gerhman, Aaron Winn, & Kevin Barnes & Memo to File (1.0); Revise Exhibit List (3.6); Revise Witness List (1.2)	8.20	6,560.00
09/06/2021	JA	Review OPC Corresp re: Trial Witnesses & Exhibits (1.0); Draft Memo to KB re; Trial Plan (1.7); LR Theories (2.5)	5.20	4,160.00
09/07/2021	JA	Telephone call to Naomi Beer, Aaron Winn, & Kevin Barnes & Memo to File (1.0); Conf w/ K. Barnes re: Trial Strategy (.40); Draft Coresp to OPC re: Exh. 55 (.80)	2.20	1,760.00
09/13/2021	JA	Review File & Prep for Status Conf (1.2); Attend Status Conf via Telephone & Memo to File (.30); Draft Corresp to OPC re; Depo Of Beckman (.70); Draft Corresp to Client (.80)	3.00	2,400.00
10/20/2021	JC	Discuss trial prep strategy (2.)	2.00	1,500.00
11/29/2021	JC	Review Naomi's email re JOP and LR and draft response (1.5)	1.50	1,125.00
12/03/2021	JC	Review Naomi's response and provide a response (.4)	0.40	300.00
12/13/2021	JC	Read Defendant's Mtx JOP and start LR and Oppo (3.)	3.00	2,250.00
12/16/2021	JA	Review WDC Mx JOP & LR (2.4)	2.40	1,920.00
12/17/2021	JC	Review stipulated facts and make comments - email co-counsel to discuss (1.)	1.00	750.00
12/19/2021	JA	Review & Revise Oppo To Mx JOP (1.5); Draft Memo to JC re: Oppo (.50)	2.00	1,600.00
01/03/2022	JC	Review stipulated facts w/ former stipulated facts and make additional redlines (.8)	0.80	600.00
01/04/2022	JC	Telephone call with Matthew R. Gershman - Left Message regarding his vm re continued trial date (.3) review court's general order suspending jury trials (.4); Telephone call from Matthew R. Gershman - spoke regarding the trial and continuing it to a date certain (.3); Email the client re the date for trial and email bk re trial date moving (.8)	1.80	1,350.00
01/10/2022	JC	Call w/ Matt re stip (.3) review redline stip and authorize filing (.3)	0.60	450.00
01/14/2022	JC	Telephone call with Matthew R. Gershman - Spoke regarding jury instructions (.3)	0.30	225.00
02/16/2022	JC	Prep Trial Prep memo and review jury instructions sent by Defense/ Redline . (2.) Start Verdict Form (1.)	3.00	2,250.00
02/17/2022	JC	Continued work on jury instructions (1.5)	1.50	1,125.00
04/27/2022	JC	Telephone call to Matthew R. Gershman - spoke regarding the trial (.3); Draft joint statemetn requesting a ruling and hearing (.8)	0.90	675.00
04/28/2022	JC	Email opc joint statement (.4)	0.40	300.00
05/06/2022	JC	Review order on JOP and email corresp w/ co-counsel (1.5)	1.50	1,125.00
05/09/2022	JC	Review article re settlement (.4) have call w/ team (.4)	0.80	600.00
05/09/2022	JA	Telephone call to Ms. Janelle Carney - spoke & Memo to File re: Trial Strategy (.50); Zoom Meeting w/ Kevin T. Barnes, Gregg Lander, & Janelle Carney & Memo to File re; Trial Strategy & Settlement Posture (.40); Review Evans v. WM Oral Arg Article (.30); Draft Corresp to Ms. Beer re: Trial Disc (.50)	1.70	1,360.00
05/10/2022	JC	Status ltr to client (.4)	0.40	300.00
05/11/2022	JC	Prepare Fourth Amended Complaint (2.) email corresp w/ BK (.8)	2.80	2,100.00
05/17/2022	JC	Review file re exhibits/ email team/ prep voir dire and short statement of the case (2.5)	2.50	1,875.00
05/18/2022	JC	Email opc w/ Fourth AC (.4)	0.40	300.00
05/19/2022	JC	Revise Voir Dire to add KB questions (.4); Work on draft Special Verdict forms (2.)	2.40	1,800.00
05/20/2022	JC	Follow up email to Naomi (.3)	0.30	225.00
05/23/2022	JC	LR and prep Ntc, MPA and Decl and proo MFLA (6.) email w/ opc re meet and confer (.4)	6.40	4,800.00

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05/24/2022	JC	Telephone call to Matthew R. Gershman - spoke regarding the order from the court today. (.30)	0.30	225.00
05/25/2022	JC	Revise and update joint statement (.4) email opc (.3); Review order continuing trial (.4)	1.10	825.00
05/31/2022	JC	Email follow up to Gershman (.3); Review redline and final joint statement (.8) prep cross of Richards (5.)	6.10	4,575.00
06/03/2022	JC	Continued work on presentation (2.)	2.00	1,500.00
06/13/2022	JC	Review and reply to Defendant's oppo, LR etc (5.5); Review order granting the mtx to amend. Prep Fourth Amended Complaint in final (.8)	6.30	4,725.00
06/20/2022	JC	Prep Cross of Brendel (3.)	3.00	2,250.00
06/22/2022	JC	Calls re trial prep (2.)	2.00	1,500.00
06/26/2022	JC	Review evidence emails and respond w/ more evidence and testimony (2.5)	2.50	1,875.00
06/27/2022	JC	Various emails on WDC re trial items and mtx to dismiss (1.)	1.00	750.00
06/28/2022	JA	Telephone call to Kevin T. Barnes & Janelle Carney re: Trial Strategy & Memo to File (1.40)	1.40	1,120.00
06/28/2022	JC	Conference w/ ps' counsel (.8) LR Ntc to appear and produce (.8); LR nonsuit and/or directed verdict memo to file (1.) review stipulated facts and make additional stipulated facts (2.)	4.60	3,450.00
06/29/2022	JC	Email corresp w/ KB re trial and stipulated facts (.8) send stipulated facts to Gershman (.4) start oppo to mtx to dismiss (2.)	3.20	2,400.00
07/05/2022	JC	Call w/ KB re jury instructions, special verdicts and revise all docs and email opc (3.5); Review direct of BK and general cross prep'd by KB (1.5); Review class member depositions for recollection on votes - memo to KB (2.)	7.00	5,250.00
07/15/2022	JC	Email asking for a call on monday to have a meet and confer re ex parte (.4)	0.40	300.00
07/18/2022	JC	Various emails re trial and date for trial (1.)	1.00	750.00
07/19/2022	JC	Various emails re expert calcs (.8)	0.80	600.00
07/21/2022	JA	Prep For Trial Meeting & Redline Master Cross Exam 91.4); Teams Video Mtg with Ms. Janelle Carney & Mr. Kevin T. Barnes re; Trial Prep Meeting & Memo to File (.70); Telephone call to Matthew R. Gershman, Naomi Beer, Aaron Wynne, Janelle Carmey, & Kevin T. Barnes re: Trial Issues & Memo to File (.70)	2.80	2,240.00
07/21/2022	JC	Trial prep call w/ KB/JA; Call w/ OPC re trial items (1.0) email corresp w/ KB and JA re exam outline (.5) email corresp w/ OPC re order continuing status conference (.4)	1.90	1,425.00
07/28/2022	JC	Email corresp w/ OPC re trial items and prep stip to continue trial (1.5); LR re judicial estoppel re 2004 vote in light of stipulation. (.8)	2.30	1,725.00
08/02/2022	JC	Email corresp w/ OPC re follow up on the stip (.4)	0.40	300.00
08/18/2022	JC	Emails re trial (.4)	0.40	300.00
08/19/2022	JC	Vms/email w/ Gershman (.4); Telephone call to Matthew R. Gershman - spoke regarding trial (.3); Telephone call to Matthew R. Gershman - spoke re speaking to Aaron (.3)	1.00	750.00
08/26/2022	JC	Call w/ KB re trial; Call w/ ARS re trial; email to opc re trial (.8); Draft JPA re trial w/ ARS (.8)	1.60	1,200.00
08/30/2022	JC	Telephone call to Matthew R. Gershman - spoke regarding the trial (.30) email w/ our side (.3)	0.60	450.00
09/01/2022	JC	Review redline of stip to continue trial and email from opc (.4) make changes and respond (.4)	0.80	600.00
09/02/2022	JC	Call w/ gershman re stip (.4) revise order/stip and file (.4)	0.80	600.00
09/08/2022	JC	Ntc of association of counsel (.4)	0.40	300.00
09/26/2022	JC	Travel and attend trial prep meeting w/ ARS (4.)	4.00	3,000.00
10/07/2022	JC	Review order re dismissing UCL (.5) Review case that came down re UCL (.4) LR the burden of proof and tweak jury instruction (2.)	2.90	2,175.00
10/13/2022	JC	Review answer and affirmative defense re AWS (.8)	0.80	600.00

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11/13/2022	JA	Review Mr. Gershman Corresp re: Tel Mtg & Reply (.40)	0.40	360.00
11/15/2022	JA	Review Court Min Order re; Cont Trial Date (.30); Draft Corresp to Mr. Garcia (.70)	1.00	900.00
12/02/2022	JC	Call w/ all on the Trial team (.8)	0.80	600.00
12/02/2022	JA	Review JC Notes re: Call with Gershman & Draft Strategy Memo (.80)	0.80	720.00
12/13/2022	JC	Telephone call to Brian Kriegler - spoke regarding final damage calc (.3) review adn final and send opc re final damage calc (.8) email clerk re status conference (.4); Telephone call with Matthew R. Gershman - Spoke regarding trial prep (.4)	1.90	1,425.00
12/13/2022	JA	Conf w/ Dr. Kriegler re: Revise Calcs & Review Final Calcs for Trial (1.6)	1.60	1,440.00
12/16/2022	JA	Review Revised Jury Instructions from JC (.40); Draft Memo re: Revisions (.80)	1.20	1,080.00
12/19/2022	JC	Travel and attend SC; Trial prep meeting; emails re status of settlement talks (5.)	5.00	3,750.00
12/19/2022	JA	Review Ocurt Min Order re: Trial Cont Date (.20)	0.20	180.00
12/21/2022	JC	Email corresp w/ JA/ARS/KB re settlement and email w/ OPC re new trial date (.8)	0.80	600.00
01/09/2023	JC	Email corresp re settlement discussions (.8)	0.80	600.00
02/10/2023	JC	Ltr to client re status of trial (.4)	0.40	300.00
04/04/2023	JC	Prep cmc statement (.4)	0.40	320.00
05/08/2023	JC	Travel to status conference, meet with counsel and discuss trial strategy (2.5) call with [REDACTED] call w/ JA and emails to our co-counsel (1.)	3.50	2,800.00
05/09/2023	JC	Telephone call to Naomi Beer - left message to call us back (.3); Update prior settlement statement for mediation (1.5); Telephone call to Juan Garcia - spoke spoke with the client about the emergency mediation tomorrow (.3) call w/ JA re numbers (.4) review hawkins' numbers (.8)	3.10	2,480.00
05/10/2023	JC	Attend half day mediation w/ Judge West, MOU and redline and further redline (6.5)	6.50	5,200.00
05/10/2023	JA	Review Damage Clacs & Prep Notes (2.0); Attend Zoom Mediation w/ Judge Carl West, JAMS (5.0); Review & Revise MOU (1.4)	8.40	7,560.00
05/11/2023	JC	Finalize MOU and send to opc (.8)	0.80	640.00
05/11/2023	JA	Review OPC MOU comments & Redlien MOU (.60)	0.60	540.00
05/16/2023	JC	Review and finalize MOU/ email opc (.8)	0.80	640.00
05/17/2023	JC	Notice of settlement and email to opc (.5)	0.50	400.00
06/02/2023	JC	Review and redline SA (1)	1.00	800.00
06/03/2023	JC	Prep FA order and judgment (1.5)	1.50	1,200.00
06/05/2023	JC	Email opc redline (.3) Prep MPA for PA (5.)	5.30	4,240.00
06/07/2023	JC	Prepare FA order/Judgment (1.) email opc (.3)	1.30	1,040.00
06/26/2023	JC	Prep JA decl re PA (1.); Prep ntc of settlement (1.5)	2.50	2,000.00
06/28/2023	JC	Telephone call to Matthew R. Gershman - spoke regarding a stip (.3); Email corresp w/ opc (.3) prep stip and order to continue deadline to file prelim approval (.5)	0.90	720.00
06/29/2023	JC	Prep PA PROO and Ntc of PA mtx (1.5) Prep JC decl PA (2.5); Review court's email (.3)	4.30	3,440.00
07/10/2023	JC	Email corresp w/ Opc re status (.4)	0.40	320.00
07/15/2023	JC	Review redlines from OPC and send to KB/JA and ARS (.8)	0.80	640.00
07/31/2023	JC	Call w/ matt re SA and finalize document and send to client and all for signature (1.)	1.00	800.00
08/01/2023	JC	Decl of client for PA and finalize all documents for filing awaiting SA signatures (5.)	5.00	4,000.00
Total Fees			2,751.90	\$1,554,515.00

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Time Summary

<u>Initials</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
AI	600.00	200.50	120,300.00
JA	802.81	504.80	405,260.00
JC	751.86	1,065.50	801,105.00
js	600.00	179.30	107,580.00
JW	150.00	801.80	120,270.00

Exhibit 4



Qualifications Summary

This document outlines Rust Consulting's qualifications to serve as the administrator for class action, mass tort, and regulatory settlements, as well as to perform other similar, complex and time-sensitive matters. It includes summary information categorized as follows:

- Firm Overview
- Practice Area Organization
- Personnel
- Services
- Representative Case Experience
- Data and System Security

FIRM OVERVIEW

Rust Consulting, Inc., a SourceHOV company, is a consulting and administration firm that ranks among the industry leaders in the class action field. Rust provides public and private sector clients a full complement of services required to administer legal settlements and other complex or time-sensitive programs. These services include consulting; project management; data management; notification; contact centers and websites; claims processing; and fund management, distribution, and tax reporting.

Rust grew out of the Rust Consulting Group, which was founded in 1976 by Ron Rust as a litigation support firm that pioneered the use of computer technology in litigation support. In 1988, the Group administered its first class action settlement; in 1995, Rust Consulting, Inc. was established as a separate operating entity to focus on legal settlement administration. Since then, Rust has administered more than 4,500 settlements and projects.

Headquartered in Minneapolis, Rust also has offices in Faribault, Minn., Palm Beach Gardens, Fla., Los Angeles, and San Francisco. Our subsidiary Kinsella Media maintains a Washington, D.C., location.

PRACTICE AREA ORGANIZATION

Rust administers programs spanning diverse subject matter. The firm is organized into practice areas relevant to our clients, with our leadership and certain operations and client services personnel focused on specific practice areas, deepening their subject matter expertise and directly relevant experience. Rust's current practice areas are:

- Class actions
 - Antitrust
 - Consumer
 - Finance

- Insurance & Healthcare
- Labor & Employment
- Property
- Securities
- Data breach responses
- Mass tort settlements
- Recalls
- Government services

PERSONNEL

Our permanent staff of approximately 550 includes professionals with backgrounds and disciplines including project management, information technology, finance, law, and operations. This cross-functional, innovative team includes experts in their respective disciplines, such as CPAs, Ph.D.s, attorneys, and PMPs.

Rust's team includes some of the most experienced practitioners in the industry, with much of that experience Rust-specific. Our executive leadership team averages more than 15 years of Rust experience, while our senior vice presidents average nearly 13 years of Rust experience. Our project management staff of approximately 150 has more than 800 years of combined Rust experience.

SERVICES

The Rust team provides high quality administrative services for matters of any size and scope. Specific approaches may vary depending upon the requirements of each individual matter; however, the below services are typical of our engagements.

Preliminary Consulting

Rust consults with clients prior to settlement to help anticipate otherwise identified issues that may arise in the management of complex data sets, providing notice, processing claims, and distributing funds, leading to delays and additional costs.

Project Management

Our project management personnel prepare plans of notice and administration, create or customize project tracking tools and reports, and oversee the creation of project-specific databases designed to house and capture appropriate information for use in claims administration. Throughout the administration process, project management personnel coordinate all activities between the parties, vendors, and internal Rust departments to ensure work is completed accurately and according to any service level agreements,



internal standards, settlement documents, etc. We provide regular and on-demand reports and statistics to the appropriate parties and raise potential issues requiring their attention, as necessary. Upon completion of each major phase of administration, or as required, we prepare declarations or affidavits attesting to the scope and results of our work.

Data Management

The secure and efficient handling of data underlies all aspects of claims administration; Rust creates and customizes data management processes, databases, applications to meet the unique needs of each settlement or project. Tasks associated with data management throughout administration may include:

- Intaking original client data.
- Normalizing data for cross-platform usability, such as meeting mailing or other outreach requirements.
- Consolidating and deduplicating data from multiple sources.
- Extracting data for standard or customized trace services.
- Extracting data for mailing or other outreach.
- Calculating awards.

Notification

Rust disseminates hundreds of millions of notices annually by mail and email. We also work with our subsidiary Kinsella Media, the leading provider of notice to unidentified audiences and the only firm in the nation with two qualified, court-recognized notice experts, to develop and implement notice plans.

With respect to legal settlements, these notice programs notify class members or other affected individuals of their legal rights and options. With respect to data breach responses, recalls, or remediation, these programs inform affected individuals about the situations and any options those affected individuals may have.

Among our notification-related services are:

- Designing notice programs (through Kinsella Media).
- Drafting plain language materials (through Kinsella Media).
- Designing and proofreading notice materials.
- Locating unidentified individuals and updated addresses.
- Printing and mailing.
- Processing and forwarding undeliverable mail.
- Opining about notice program adequacy (through Kinsella Media).



Contact Centers

Rust supports the programs we administer through an assortment of contact center services including call centers, websites, and email support up to 24/7 and for class members and other affected individuals worldwide.

Our call center services include inbound and outbound calls in our own domestic, in-house call centers. These call centers are located in our two Minnesota locations, typically contain approximately 800 workstations, and are readily expandable to meet the needs of specific programs. In 2013, our call centers supported several large programs by simultaneously staffing well over 1,000 customer service representatives (CSRs).

To provide high levels of service on complex matters to class members and our clients' customers, Rust maintains a staff of approximately 100 permanent call center employees as a core group of managerial, supervisory, and customer service resources. As required, we engage additional call center staff. All CSRs—permanent or temporary—undergo background checks and training on Rust's policies and technology, customer service fundamentals, and project-specific information. Typical engagements include English- and Spanish-speaking CSRs, while we provide support in additional languages, as required. In one case, Rust CSRs took live inbound calls in 10 languages.

In lieu of or in conjunction with live customer service, Rust builds and maintains automated Interactive Voice Response (IVR) systems. These systems provide 24/7 service to toll-free numbers and include menus of prerecorded options such as program overviews, frequently asked questions and answers, and options for requesting forms or filing claims. Rust's IVR systems regularly support English- and Spanish-language speakers and can be programmed to support other languages, as required. In one case, Rust managed IVR support including translations of information pre-recorded by native speakers in 67 languages.

Claims Processing

Rust develops or executes claims processing or adjudication programs as required by the diverse terms of our engagements. We use several proprietary software applications and tested, streamlined processes to provide the most appropriate solutions for each engagement's needs, whether for paper or online claims. Our systems automate the claims administration process:



- Receipt.
- Link to class member database record.
- Data capture.
- Review of supporting documentation.
- Initial adjudication.
- Deficiency processing.
- Final adjudication.
- Rejection letters.
- Reporting / affidavits.

To meet the needs of each engagement, our systems can be configured to give clients or authorized parties secure online access to claimant data and reporting, or to class members to facilitate online claims filing.

Fund Management, Distribution, and Tax Reporting

Rust annually distributes billions of dollars associated with settlements and similar programs.

- Quality assurance - Positive pay
- Various fraud detection / prevention measures

Tax reporting

- Simultaneously manages more than 500 distribution and interest-bearing accounts containing billions of dollars.
- Tax identification numbers (federal and state).
- Qualified Settlement Fund (QSF) determination.
- Claimant award taxability and reporting.
- W-9 review.
- Quarterly 1120-SF tax deposits.
- Annual 1120-SF tax returns (600+ annually).
- IRS & State 1099 & 1042-S reporting and transmission.
- Backup withholding deposits and 945 annual reporting.
- Employment payroll taxes: 941, 940, SUTA, SIT, and local income taxes.



REPRESENTATIVE CASE EXPERIENCE

Having administered more than 4,500 projects, a complete listing of our experience is voluminous. However, the below table demonstrates the scope of our experience and capacity.

Note: All numbers are rounded

Notices	Case
31 million	<i>In re Lawnmower Engine Horsepower Marketing and Sales Practices Litigation</i> , No. 2:08-md-01999 (E.D. Wis.).
24 million	<i>Microsoft I-V Cases</i> , J.C.C.P. No. 4106 (Cal. Super. Ct. San Francisco County).
15.7 million	<i>Blessing v. Sirius XM Radio</i> , No. 09-cv-10035 (S.D.N.Y.).
13 million	<i>In re Checking Account Overdraft Litigation</i> , No. 1:09-MD-02036 (S.D. Fla.) (Bank of America settlement).
12.5 million	<i>Fogel v. Farmers Group, Inc.</i> No. BC300142 (Cal. Super. Ct. Los Angeles County).

Distributed	Case
\$3.6 billion	Independent Foreclosure Review
\$1.5 billion	National Mortgage Settlement
\$800 million	<i>Naef v. Masonite Corp.</i> , No. CV 944033 (Ala. Cir. Ct. Mobile County).
\$515 million	<i>In re Countrywide Financial Corp. Securities Litigation</i> , No. CV-07-05295 (C.D. Cal.).
\$432 million	<i>In re Merrill Lynch & Co. Inc. Securities, Derivative and ERISA Litigation</i> , No. 07-cv-9633 (S.D.N.Y.).

Claims	Case
3.4 million	<i>In re Compact Disc Minimum Advertised Price Antitrust Litigation</i> , MDL No. 1361 (D. Me.).
3.2 million	<i>In re American International Group, Inc. Securities Litigation</i> , No. 04-cv-8141 (S.D.N.Y.) (Company, PwC, Starr, and Gen Re settlements).
1.2 million	<i>LiPuma v. American Express Co.</i> , No. 04-cv-20314 (S.D. Fla.).
1.1 million	<i>Fogel v. Farmers Group, Inc.</i> , No. BC300142 (Cal. Super. Ct. Los Angeles County).
1.1 million	<i>In re Lawnmower Engine Horsepower Marketing and Sales Practices Litigation</i> , No. 2:08-MD-01999 (E.D. Wisc.).

Calls	Case
2.5 million	Independent Foreclosure Review
1.5 million	<i>Dyson v. Flagstar Corp.</i> , No. DKC93-1503 (D. Md.).
1.3 million	National Mortgage Settlement
1 million	<i>In re Metropolitan Life Insurance Co. Sales Practice Litigation</i> , MDL 1091 (W.D. Penn.).
1 million	<i>Naef v. Masonite Corp.</i> , No. CV 94-4033 (Ala. Cir. Ct. Mobile County).



DATA AND SYSTEM SECURITY

The secure handling of data, systems, and applications is of utmost importance to Rust and its clients. As such, Rust actively mitigates potential threats by adhering to a complex set of best practices, including documented and audited processes and a business continuity plan to ensure uninterrupted, secure service. As part of this “unified compliance posture,” Rust:

- Has received a system Certification & Accreditation under the Federal Information Security Management Act (“FISMA”). The framework for FISMA compliance is driven by the National Institute of Standards and Technology (“NIST”), which provides a unified security framework spanning three major security control classes (technical, operational, and management) and 18 control areas with more than 250 security controls.
- Complies with and adheres to Safe Harbor Principles, which cover notice and choice, disclosures and transfers, data security, data integrity, access to and removal of personal information, and enforcement and dispute resolution.
- Undergoes an annual SSAE16 SOC 1 Type II Report audit of our data and system security controls and protocols.
- Complies with applicable laws, such as the Gramm-Leach-Bliley Act (GLBA), also known as the Financial Modernization Act of 1999, which controls how financial institutions deal with individuals’ private information.
- Has implemented controls to prevent unauthorized access or disclosure, maintain data accuracy, and ensure the appropriate use and confidentiality of information, either for its own purposes or on behalf of our clients.
- Has put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we process.
- Processes personal information only in ways compatible with the purpose for which it was collected or subsequently authorized to do.



Exhibit 5

#5733

**Settlement Administration Estimate****Garcia v Walmart****June 2, 2023**

Prepared by:
 Eric Bishop
 SVP, Client Services
 612-359-2988
 ebishop@rustconsulting.com

EXPERIENCE

With experience on approximately 3,000 labor and employment cases, we are the nation's largest labor and employment settlement administrator. We have managed employment settlements with class sizes ranging from dozens to multi-million class members. In fact, we've been trusted to administer many of the nation's largest settlements, including the nation's top wage-and-hour cases in recent years.

DATA SECURITY

Our internal data security practices meet or exceed today's exacting industry standards. Our enterprise-class data security measures are founded on standard business processes including a vigorous employee screening program, ongoing employee security training and a hardened production data center hosted at a Tier 1 network carrier, all designed for ensuring data integrity and security.

DEDICATED SPECIALISTS

Our labor and employment case team is strictly dedicated to managing settlement administration for cases involving matters such as wage-and-hour, FLSA, discrimination and ERISA. They're specialists, not generalists, with an industry reputation for responsiveness and expertise in relevant areas such as the applicable banking and tax regulations. We are confident that Rust is the best choice for the administration of your settlement.

Project Summary

Estimated Class Size	1,715
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Project Cost

Mailed Notice	\$	4,270
Telephone Support	\$	3,206
Processing and Administration	\$	220
Fund Distribution & Tax Reporting	\$	9,435
Project Management	\$	9,755
Other Out-of-pocket Expenses	\$	225
Total Project Cost	\$	<u>27,110</u>

Key Assumptions**Spanish Translation Not Included****No Claims Process****Telephone Support Included****Post Final Docs to Rust Website****Reminder Postcard to Cash Payments****Uncashed Pmts to Controller's Office**

Thank you for considering Rust Consulting, Inc. as your administrator -- we appreciate the opportunity to submit this estimate.

#5734



Settlement Administration Estimate

Garcia v Walmart

June 2, 2023

Prepared by:
Eric Bishop
SVP, Client Services
612-359-2988
ebishop@rustconsulting.com

Key Assumptions Used to Prepare this Estimate

Class Size			Standard Hourly Rates*	
Class Size			1,715	
Initial Mailed Notice:			SVP	
Mailed Notice	1,715	100.0%	Program Manager	\$175-\$275
Forwarded Notices	43	2.5%	Project Manager	\$160-\$180
Undeliverable Notices	257	15.0%	Technical Consultant	\$100-\$140
Re-Mailed Notices after Trace	206	80.0%	Call Center Manager	\$110-\$180
Telephone Support:			CSR	\$125
Number of Telephone Contacts	343	20.0%	Processor	\$ 43-\$ 50
Connect Minutes per Call - CSRs	5.0		Other	\$ 43-\$125
Claimant Communications:			*Subject to change	
Exclusions Received	9	0.5%		
Payments	1,706	100.0%		

Additional Administration Assumptions Used to Prepare this Estimate:

Database Development: Receive and Process Database assumes that the data provided is complete with respect to the data components needed to mail and calculate settlement payments. Data that includes multiple records for individuals or work history that needs to be accumulated and totaled by individual generally requires additional efforts to bring to a point where it is final settlement data. These additional efforts can take a significant amount of time and should be considered when setting key settlement dates, especially the mailed notice deadline. Data must be provided in a complete, consistent, standardized electronic format. Rust's standard format is ASCII fixed width complete with field layout. Other formats may be accepted at Rust's discretion. Resources used to enhance or further develop non-standardized data will be billed on a time and materials basis according to Rust's Current Standard Hourly Rates.

CASS/NCOA/LACS: CASS - Coding Accuracy Support System; NCOA - National Change of Address; LACS - Locatable Address Conversion System.

Notice Package: Print and Mail per unit price is estimated. Actual prices will be provided after form is finalized prior to mailing. Notice package includes notice and exclusion form.

Telephone Support included.

Processing & Administration: Receipt and Process Forms includes open, date stamp, label and data capture a 1-page form with up to five fields.

Project Management: Project Management fees are estimated and will be billed on actual time expended based on the rates found in the Current Standard Hourly Rates section above. The rates included in the estimate are a blended estimate of the rates listed above.

Out of Pocket Expenses: Includes post office box rental, overnight shipments, postage, labels, travel, long distance and other miscellaneous charges and expenses.

Pricing good for 90 days.

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Settlement Administration Estimate

Garcia v Walmart

June 2, 2023

Prepared by:
Eric Bishop
SVP, Client Services
612-359-2988
ebishop@rustconsulting.com

Administrative Task	Estimated Quantity		Per Unit	Task Amount	Total
Database Development					
Receive and Process Database	1.5	Hours @	\$ 180	\$ 270	\$ 270
Additional Efforts to Finalize Settlement Data				<i>As Incurred</i>	
Initial Mailed Notice					
CASS / NCOA / LACS Processing				\$ 400	
Spanish Translation				NA	
Print and Mail Notice Package	1,715	Notices @	\$ 0.75	\$ 1,286	
Postage - 1 Ounce First Class	1,715	Notices @	\$ 0.63	\$ 1,080	\$ 2,767
Follow-up to Initial Notice					
Receive Undeliverable Notices and Update Database	257	Notices @	\$ 0.50	\$ 129	
Address Trace	257	Traces @	\$ 1.75	\$ 450	
Remail Notice Package	249	Notices @	\$ 2.00	\$ 497	
Remail Postage - 1 Ounce First Class	249	Notices @	\$ 0.63	\$ 157	\$ 1,233
Telephone Support					
Telephone Support	8	Months @	\$ 375	\$ 3,000	
800# Charges	1,715	Minutes @	\$ 0.12	\$ 206	\$ 3,206
Processing and Administration					
Receipt, Process, and Validate Forms	4	Hours @	\$ 55.00	\$ 220	\$ 220
Additional Administrative Services Requested by Client					<i>As Incurred</i>
Website					
Post Docs on Rust Website	2	Hours @	\$ 165.00	Waived	Waived
					<i>As Incurred</i>
Fund Distribution					
Print and Mail Payments	1,706	Payments @	\$ 2.50	\$ 4,266	
Postage - 1 Ounce First Class	1,706	Payments @	\$ 0.63	\$ 1,075	
Check Processing	1,706	Payments @	\$ 0.22	\$ 375	
Monthly Bank Account Fee	6	Months @	\$ 225	\$ 1,350	
Reminder Postcards	427	Postcards @	\$ 1.00	\$ 427	
Postage	427	Postcards @	\$ 0.45	\$ 192	\$ 7,685
Tax Reporting					
Annual Fee -Qualified Settlement Fund	1	Year @	\$ 1,250	\$ 1,250	
Individual Income Tax Reporting (W2 & 1099)	1	Year @	\$ 500	\$ 500	\$ 1,750
Project Management					
Senior Vice President	2	Hours @	\$ 225	<i>waived</i>	
Project Management	42	Hours @	\$ 175	\$ 7,350	
Technical Consulting	13	Hours @	\$ 185	\$ 2,405	\$ 9,755
Other Charges and Out-of-pocket Costs					
					\$ 225
Total Settlement Administration Estimate					\$ 27,110

#5736



Settlement Administration Estimate

Garcia v Walmart

June 2, 2023

Prepared by:
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SVP, Client Services
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ebishop@rustconsulting.com

Terms and Conditions

All claims administration services to be provided by Rust Consulting to Customer shall be subject to the following terms and conditions:

1. **Services.** Subject to the terms hereof, Rust Consulting agrees to provide the Customer with claims administration services (hereinafter, "Claims Services") as specified in the Proposal provided to Customer to which these Terms and Conditions are attached.
2. **Term.** The terms of this agreement will remain in effect until completion of the Claims Services, unless earlier terminated in accordance with Section 10 hereof.
3. **Charges for Services.** Charges to the Customer for Claims Services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Customer to Rust Consulting. Actual fees charged by Rust Consulting to Customer may be greater or less than such estimate, and Customer shall be responsible for the payment of all such charges and expenses in accordance with Section 4 hereof. Furthermore, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Customer hereunder. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Customer to the extent that funds are received from the taxing authorities offset these charges. Rust Consulting may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
4. **Payment of Charges.** Payment by Customer of Rust Consulting's monthly invoices shall be due upon receipt thereof. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Customer's liability to Rust Consulting for payment of Claims Services. Claims Services are not provided on a contingency fee basis.
5. **Confidentiality.** Rust Consulting agrees to implement and maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Customer data provided to Rust Consulting by Customer in connection herewith. Should Rust Consulting ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Customer, Rust Consulting will promptly notify the Customer, unless prohibited by applicable law. The Customer shall have the option to (1) provide legal representation at the Customer's expense to avoid such access or (2) promptly reimburse Rust Consulting for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Rust Consulting is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Rust Consulting will not be liable for breach of said obligation.
6. **Standard Banking Procedures.** In accordance with Rust Consulting's standard banking procedures, Rust Consulting will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. When directed to invest funds in an interest bearing or investment accounts, Rust Consulting intends to invest all funds in U.S. government backed securities, unless directed by the parties in writing or the settlement agreement or distribution plan to invest in other types of securities; however, even in cases where funds are temporarily placed in interest bearing or investment accounts, funds will eventually be migrated to a demand deposit checking account prior to a fund distribution.
7. **Rights in Data.** Rust Consulting does not convey nor does the Customer obtain any right in the programs, system data, or materials utilized or provided by Rust Consulting in the ordinary course of business in the performance of this Agreement.
8. **Document Retention.** Unless directed otherwise in writing by Customer, Rust Consulting will destroy undeliverable notice mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust Consulting will retain all bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
9. **Limitation of Liability: Disclaimer of Warranty.** Rust Consulting warrants that our services will be performed with reasonable care in a diligent and competent matter. Our sole obligation will be to correct any non-conformance with this warranty. Rust Consulting shall not be liable, whether under theories of contract, negligence or other tort, statutory duty or other theories of liability in an amount exceeding the total charges to the Customer for the specific work affected by the error or omission. Rust Consulting will not be liable for any incidental, special, indirect, consequential or exemplary damages of any kind; or for any lost profits, lost opportunities, business interruption or for any liability incurred by the Customer or others to any third party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR PARTICULAR PURPOSE.
10. **Termination.** The Claims Services to be provided under this Agreement may be terminated, at will by the Customer upon at least 30 calendar days' prior written notice to Rust Consulting. The Customer's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Rust Consulting may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Customer is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Customer.
11. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Rust Consulting or the Customer, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
12. **Force Majeure.** To the extent performance by Rust Consulting of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Rust Consulting's reasonable control, then such performance shall be excused and this Agreement, at Rust Consulting's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
13. **Nonwaiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
14. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
15. **Survival.** All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7 (Rights in Data); Section 5 (Confidentiality); Section 9 (Limitation of Liability; Disclaimer of Warranty); and Section 14 (Jurisdiction).
16. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.