

1 R. Craig Clark (SBN 129219)
cclark@clarklawyers.com
2 Alicja A. Urtnowski (SBN 321215)
aurtnowski@clarklawyers.com
3 **CLARK LAW GROUP**
3258 Fourth Avenue
4 San Diego, CA 92103
Telephone: (619) 239-1321
5 Facsimile: (888) 273-4554
Attorneys for Plaintiff Ilana Ramos
6 *& Proposed Class Members*

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SACRAMENTO**

10 JAMES GREGORY CONQUEST and ILANA
RAMOS individually and on behalf of all
11 others similarly situated,

12 Plaintiffs,

13 v.

14 TRIPLE CANOPY, INC.; CONSTELLIS
INTEGRATED RISK MANAGEMENT
15 SERVICES, INC.; TRIPLE CANOPY – A
CONSTELLIS COMPANY; and DOES 1-50,
16 inclusive,

17 Defendants.

Case No.: 34-2022-00322538

CLASS & REPRESENTATIVE ACTION

**DECLARATION OF R. CRAIG CLARK IN
SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES, COSTS AND CLASS
REPRESENTATIVE SERVICE AWARDS**

Date: February 2, 2024
Time: 9:00 a.m.
Dept.: 28
Judge: Hon. Lauri A. Damrell

18
19
20
21
22 I, R. Craig Clark, declare as follows:

23 1. I am an attorney admitted and licensed to practice law in the state of California and
24 before this Honorable Court. I am the Principal of Clark Law Group and Counsel of record for
25 Plaintiffs Ilana Ramos and James Gregory Conquest (collectively, "Plaintiffs"). The matters stated
26 herein are known to me based upon my own personal knowledge except as otherwise stated.
27
28

2. This declaration¹ is submitted in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and Application for Attorneys’ Fees and Costs, Administration Costs and Class Representative Enhancement Awards.

PROCEDURAL HISTORY

3. On June 28, 2022, James Conquest filed a notice with the Labor & Workforce Development Agency (“LWDA”) alleging that Defendants violated Labor Code sections 201-203, 226, 226.3, 226.7, 510, 512, 551, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, pursuant to Labor Code section 2699 (the “Conquest PAGA Notice”).

4. On June 28, 2022, Conquest also filed a class action complaint in the Action alleging six causes of action for: (1) failure to pay (including to properly pay) all wages, including minimum and overtime wages; (2) failure to timely pay final wages; (3) failure to provide accurate itemized wage statements; (4) failure to reimburse for business expenses; (5) failure to pay reporting time pay; and (6) unfair business practices for the aforementioned violations of the Labor Code, as well as for violations for alleged meal and rest break violations, recordkeeping violations and day of rest violations, respectively (the “Conquest Complaint”).

5. On June 24, 2022, Ramos filed a notice with the LWDA, pursuant to Labor Code section 2699, against Defendants Triple Canopy and CIRMS, alleged that they violated Labor Code sections 201-204, 210, 226, 226.3, 226.7, 246, 432, 510, 512, 551, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 (the “Ramos PAGA Notice”).

6. On June 2, 2023, Plaintiffs filed their First Amended Complaint as part of this settlement proceeding (the “Operative Complaint”). The Operative Complaint added Ramos as a Plaintiff, added Ramos’s counsel as Plaintiffs’ counsel, and added both Plaintiffs’ underlying claims based on alleged Labor Code violations as asserted in the Plaintiffs’ PAGA Notices on both a class and representative basis.

¹ This declaration incorporates by reference the definitions set forth in the Settlement Agreement. To the extent the terms are defined in the Settlement Agreement, all defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement.

MEDIATION

7. After the filing of the Conquest Action, and the receipt of the Conquest PAGA Notice and the Ramos PAGA Notice, respectively (collectively, the “PAGA Notices”), the Parties and their respective counsel agreed to participate in private mediation in the hopes of reaching a global resolution of all already-pled and threatened claims on a class and representative basis. In connection with the mediation, Defendants produced raw timekeeping and payroll data for a 20% sampling of Class Members and Aggrieved Employees, personnel and payroll data for Plaintiffs, relevant Collective Bargaining Agreements and other of Defendants’ policies and documents which applied to the employment of Plaintiffs and the Class Members and Aggrieved Employees, and data relating to the number of Class Members and Aggrieved Employees, the number of shifts worked during the Class Period and PAGA Period, the average hourly rate of pay for each Class Member, and other data specific to the Class Members and Aggrieved Employees which allowed Plaintiffs to conduct a full damage analysis.

8. On January 18, 2023, the parties participated in a full-day mediation with private mediator Jason Marsili, where they reached a global resolution of all claims asserted in the Conquest Action, the PAGA Notices submitted by the Plaintiffs (and any as yet unpled Labor Code violations asserted therein which could have been pled on a class-wide basis) and the Ramos Dispute Letter. As part of this Settlement, the Parties have agreed to move for approval of the Settlement in this Action. At all times, the Parties’ negotiations were adversarial, non-collusive and at arm’s length.

SETTLEMENT

9. The Parties reduced their agreement to writing and signed the Settlement Agreement (“Settlement Agreement” is attached to James Hawkins Declaration).

10. As required by PAGA, at the time of filing the Motion for Preliminary Approval, my office caused the executed Settlement Agreement with Class Notices to be submitted to the LWDA. (A true and correct copy of the confirmation of submission was attached as Exhibit 2 to my declaration filed in support of preliminary approval.)

11. On September 1, 2023, this Court preliminary approved the proposed settlement after briefing and a hearing.

1 **FAIRNESS OF SETTLEMENT & RISK OF CONTINUED LITIGATION**

2 12. Prior to mediation, Plaintiffs' counsel conducted a thorough investigation and
3 conducted significant informal discovery into the facts and legal issues raised by the Action. For
4 example, Defendants produced raw timekeeping and payroll data for a 20% sampling of Class
5 Members and Aggrieved Employees, personnel and payroll data for Plaintiffs, relevant Collective
6 Bargaining Agreements and other of Defendants' policies and documents which applied to the
7 employment of Plaintiffs and the Class Members and Aggrieved Employees, and data relating to the
8 number of Class Members and Aggrieved Employees, the number of shifts worked during the Class
9 Period and PAGA Period, the average hourly rate of pay for each Class Member, and other data
10 specific to the Class Members and Aggrieved Employees which allowed Plaintiffs to conduct a full
11 damage analysis. Plaintiffs' counsel closely scrutinized and considered all of this information during
12 settlement negotiations.

13 13. In reaching the proposed settlement, Plaintiffs counsel's negotiation efforts took into
14 consideration relevant factors such as the size of the class, the information, data, and documents
15 obtained in the litigation and/or otherwise exchanged pursuant to the mediation privilege; the
16 experience of the named Plaintiffs; the strengths and weaknesses of the case; the uncertain outcome
17 and risk of litigating complex actions; the time and expense in litigating a case through trial;
18 Defendants' defenses; and the non-reversionary nature of the settlement.

19 14. Plaintiffs provided a detailed analysis of their claims, and Defendants' responses
20 thereto, in their Motion for Preliminary Approval. *See* Mot. for Preliminary Approval, §§ III(A)–(D).
21 Plaintiffs thus presume the Court's familiarity with that analysis, which they incorporate by reference.
22 Nevertheless, to briefly summarize, Plaintiffs have several categories of claims—alleging Defendants
23 failed to pay for all hours worked, unlawful policy of requiring employees work during meal-and-rest
24 periods, provide legally compliant meal and rest periods due to restrictions placed on employee
25 activities during breaks; and reimburse necessary business expenses. These claims are the root of
26 several direct and derivative causes of action. Defendants have consistently denied all of the above
27 allegations, maintaining that or all of Plaintiffs' theories of liability are either based on inaccurate
28 information or a misunderstanding of Defendants' systems, policies, and practices. While the Parties

1 disagree as to whether Plaintiffs' claims are suitable for class treatment, or if they are even viable to
2 begin with, they both recognize the risk inherent in this litigation, and the significant expansion of time
3 and resources this case would require should this Court not approve settlement.

4 15. Based on Plaintiffs counsel's analysis of the information and documents exchanged in
5 this matter, Plaintiffs' counsel is of the opinion that the proposed settlement is fair and reasonable in
6 light of the facts surrounding the claims and defenses raised in this Action.

7 16. Class Counsel's investigation permitted them to make an educated and informed
8 evaluation of the merits of the underlying claims and Defendants' projected liability. Thus, the
9 settlement was not reached until after Class Counsel had possessed, reviewed and analyzed sufficient
10 information to make an informed decision.

11 17. Based on the foregoing, I believe the proposed settlement represents a favorable
12 resolution for the members of the Settlement Class and is in the best interest of the parties in light of all
13 known facts and circumstances.

14 18. Class Counsel has extensive experience in litigating wage and hour class actions. All
15 three firms have acted as counsel, lead counsel, and co-lead counsel in multiple class and
16 representative actions, many of which involve wage and hour claims.

17 19. It is my opinion and belief that Class Counsel is well qualified to evaluate the claims
18 involved in this matter and the viability of any defenses. Class Counsel is fully aware of the potential
19 benefits and risks involved in this litigation. Therefore, I believe that the settlement is fair, adequate
20 and reasonable and is in the best interest of all the members of the Settlement Class.

21 **QUALIFICATIONS OF COUNSEL**

22 20. I, and my office, have extensive experience in litigating wage and hour class actions and
23 representative actions under Private Attorney General Act of 2004 ("PAGA"), as outlined below.

24 21. I have practiced law in California for over 35 years. I have tried over 25 cases to juries
25 and received two "Outstanding Trial Lawyer" awards. Over the past 25 years my firm has specialized
26 in collective, representative and class wide cases. We have handled well over 150 class, collective and
27 representative actions and complex commercial matters, including wage and hour class actions and
28 PAGA actions. We have served as sole counsel, lead counsel, and co-lead counsel in the vast majority

1 of the matters. My firm has successfully prosecuted and obtained significant recoveries in class and
2 representative actions brought under the California Labor Code.

3 22. I am the founding partner of Clark Law Group. I graduated from the University of San
4 Diego, School of Law in 1986 and have been practicing law in California since 1987. After law school,
5 I joined the largest and most prestigious law firm in San Diego, Gray Cary Ames & Fyre (now DLA
6 Piper), where I specialized in litigating complex cases mostly on behalf of corporate defendants and
7 insurance companies, before leaving to represent individuals, groups of people, and small companies.

8 23. Before founding Clark Law Group, I was a partner at Steinberg, Miller and Clark and
9 also Clark & Markham, LLP. Throughout my career, I have litigated at all levels of the California
10 court system, including presenting oral argument before the California Supreme Court in a wage and
11 hour class action lawsuit entitled *Mendoza v. Nordstrom, Inc.* in 2017.

12 24. I have served as co-lead counsel in many large class action settlements, many of which
13 have included PAGA claims. My firm's settlements in wage and hour claims cases include a \$2.9
14 million class and PAGA action settlement in *Bennie v. Lowes's HIW, Inc.*, United States District Court
15 for the Central District of California, Case Number 8:08-cv-00576-DOC-SH, which was finally
16 approved on October 20, 2009; a \$16.65 million class and PAGA action settlement in *Contreras v.*
17 *Bank of America, N.A., et al.*, San Francisco County Superior Court, Case Number CGC-07467749,
18 finally approved on September 3, 2010; a \$9.8 million class and PAGA action settlement in *Vloria, et*
19 *al. v. Stewart Title of California, Inc., et al.*, Fresno County Superior Court, Case Number 07 CE CG
20 01735 AMC, finally approved on October 27, 2020; and a \$5.5 million class and PAGA action
21 settlement in *De Valle, et al. v. L.A. Fitness International, LLC*, Los Angeles County Superior Court,
22 Case Number BC438654, finally approved on December 12, 2012.

23 25. Other California wage and hour settlements my firm has obtained include a \$850,000.00
24 class and PAGA action settlement in *Anderson, et al. v. Oracle Corporation*, Alameda County
25 Superior Court, Case Number CIV469916/JCCP 4597; \$3.5 million class and PAGA settlement in
26 *Rosenloev, et al. v. 24 Hour Fitness, USA, Inc.*, Orange County Superior Court, Case Number 30-
27 2009-00180140, finally approved on February 25, 2014; a \$900,000.00 class and PAGA settlement in
28 *Campagna, et al. v. Language Line, Services, Inc.*, Orange County Superior Court, Case Number 30-

2012-00578934-CU-OE-CXC; a \$1.97 million class action settlement in *Johnson, et al. v. Metlife Ins. Co.*, United States District Court for the Central District of California, Case Number 13-cv-128-JLS-RNB, finally approved on March 19, 2015; a \$1.7 million class and PAGA action settlement in *American Advisors Group Wage and Hour Cases*, Orange County Superior Court, Case Number JCCP 4807, finally approved on October 16, 2017; a \$1.75 million non-reversionary class and PAGA settlement in *Harrington v. Professional Security Consultants*, Los Angeles County Superior Court, Case Number BC538101, finally approved on June 5, 2017; and a \$5.75 million class and PAGA action settlement in *DirecTV Wage and Hours Cases*, Santa Clara County Superior Court, Case Number JCCP 4850, finally approved on July 19, 2019.

26. My office also served as co-lead counsel and obtained final approval on March 20, 2018 in the *Wells Fargo Wage and Hour Cases* matter, Alameda County Superior Court, Case Number JCCP004821, for 28,474 class, PAGA and collective members with the gross settlement amount of \$27.5 million.

27. On August 29, 2018, my office obtained final approval for a significant recovery in the amount of \$2.75 for the 364 class members in the *Gonzalez, et al. v. L and R Auto Parks, Inc.* matter, Los Angeles County Superior Court, Case Number BC589677. On November 13, 2018, my office obtained final approval of a \$600,000.00 PAGA settlement in *Kim v. ATV, Inc., dba American Tire Depot*, Los Angeles County Superior Court, Case Number BC616213. My firm obtained a \$299,000.00 class and PAGA action settlement on November 30, 2018 in *Hoffman v. Legoland California, LLC*, San Diego County Superior Court, Case Number 37-2017-00026357-CU-OE-CTL.

28. My firm also obtained a \$2.2 million settlement for 990 class members in the class, PAGA and collective action *De Leon v. Ricoh USA, Inc., et al.*, United States District Court for the Northern District of California, Case Number 3:18-cv-03725-JSC, which was finally approved on March 31, 2020.

29. More recently, my firm served as lead counsel and obtained a wage and hour class and PAGA settlement of \$12.1 million in *Pacific Bell Wage and Hour Cases*, Judicial Council Coordination Proceeding No. 5017, entitled *Leggins et. al. v. Pacific Bell Telephone Company, et al.*, Los Angeles County Superior Court (final approval granted on October 3, 2023).

1 30. My office is, therefore, highly experienced in prosecuting wage and hour class,
2 collective and representative PAGA actions and can adequately and competently represent the Class in
3 this matter. A true and correct copy of my firm's resume is attached hereto as **Exhibit 1** and
4 incorporated herein by reference.

5 31. Based on my firm's experience, we, along with co-counsel, did and will adequately and
6 competently represent Plaintiffs, the Settlement Class, and the PAGA collective in this matter. We
7 have fought for and negotiated a settlement that I believe is fair, reasonable, adequate and in the best
8 interest of the Settlement Class and the PAGA collective in light of all known facts and circumstances
9 including, but not limited to, the risk of continued litigation. Thus, I along with Plaintiffs and co-
10 counsel respectfully request that this Court finally approve the settlement.

11 32. I am not aware of any actual or potential conflict of interest with the Settlement
12 Administrator, Apex, in this case. I do not have any financial interest in Apex Class Action Settlement
13 Administrators. I am not aware of any actual or potential conflict of interests with Class Members.

14 **Attorneys' Fees and Litigation Costs**

15 33. This litigation has spanned over almost two years. A successful outcome was never
16 certain, while the prospect of difficult and protracted litigation was all but certain. But there can be no
17 question that Class Counsel achieved this favorable outcome only after a significant commitment of
18 time and expenses all of which were invested on a wholly contingent basis.

19 34. Clark Law Group has incurred a substantial risk and expense in order to achieve the
20 settlement in this Action. My firm prosecuted this Action on a purely contingent basis with all of the
21 associated costs and risk factors inherent to such an undertaking, such as the lack of guarantee that any
22 fees or litigation costs would ever be recovered. Additionally, Clark Law Group was precluded from
23 taking other fee generating employment, as this matter occupied a significant portion of my firm's time
24 and resources. My firm has not been compensated for any of its time or expenses incurred since this
25 Action began in early 2022.

26 A. **Attorneys' Fees**

27 35. I believe that an attorneys' fees award of \$313,333.33 (33.33% of the Gross Settlement
28 Amount) for the collective Law Firms that make up Class Counsel is fair and reasonable as the

1 settlement confers a significant pecuniary benefit to Class Members and the amount is within the range
2 of what is typically charged in the marketplace. Class Counsel's request, as expressed and
3 contemplated in the Settlement Agreement and disclosed to the Settlement Class Members in the Court
4 approved Notice, is in line with class action settlements approved in the state of California under the
5 common fund approach. As well, the "cross check lodestar" multiplier which the courts often use to
6 evaluate the fees awarded to Plaintiffs' counsel is a negative multiplier in this case due to the length of
7 time it has been litigated and the complexity of the litigation.

8 36. Clark Law Group's billing records in this case include time spent: investigating and
9 researching the issues raised in this lawsuit, drafting PAGA letter, drafting complaint, drafting and
10 responding to correspondence, conducting legal research into the claims and defenses raised in the
11 lawsuit, evaluating the information and data provided by Defendants, coordinating with co-counsel,
12 preparing for and attending private mediation session, negotiating and drafting the settlement in this
13 matter, drafting and reviewing Plaintiffs' motions for preliminary and final approval, and monitoring
14 the administration of the settlement and other necessary duties. To date, my office has expended a
15 total of **252.8** hours on this case, as categorized below:

<u>Category</u>	<u>Hours</u>
Investigation, case evaluation, surveys & research	53.8
Discovery	33.1
Pleadings, Briefs and Pretrial Motions	44.5
Discussions with co-counsel on key issues, discovery, strategy and mediation	31.9
Mediation Settlement and Administration	55.2
Litigation Strategy, Analysis, and Case Management.	34.3
	TOTAL: 252.8

37. The above does not include the time that will be spent attending the final approval/fairness hearing, attending to Class Member inquiries, preparing for the final accounting hearing, ensuring that the settlement funds are distributed according to the Settlement Agreement and the Court's order, among other things. Accordingly, Clark Law Group's lodestar to date is **\$210,074.00**. I estimate that my office will spend an additional 20 hours on this action. A breakdown of the Clark Law Group lodestar for this Action is below:

NAME	POSITION	YEAR OF LAW SCHOOL GRAD	RATE	HOURS	LODESTAR
R. Craig Clark	Attorney	1986	\$ 1,150.00	89.7	\$103,155.00
Alicja A. Urtnowski	Attorney	2014	\$ 730.00	137.8	\$100,594.00
Jeffrey Vargas	Paralegal	N/A	\$ 250.00	25.3	\$6,325.00
			Totals:	252.8	\$210,074.00

38. The requested hourly rates for Clark Law Group's work in this lawsuit range from \$250 to \$1,150 per hour. My hourly rate for litigating this type of case is currently \$1,150 per hour. This hourly rate is based upon my over 35 years of legal experience and is now my customary hourly rate charged for my services in similar complex actions. The hourly rates for my paralegal(s) and associate(s) commensurate with their experience. All of the Clark Law Group's hourly rates, including my hourly rate of \$1,150, Attorney Alicja Urtnowski's hourly rate of \$730 and Paralegal Jeffrey Vargas' hourly rate of \$250, have been previously approved by various courts, including in a wage and hour class and PAGA action settlement of \$12.1 million in Pacific Bell Wage and Hour Cases, Judicial Council Coordination Proceeding No. 5017, entitled *Leggins et. al. v. Pacific Bell Telephone Company, et al.*, Los Angeles County Superior Court (final approval granted on October 3, 2023). Clark Law Group's hourly rates are also proportionate to the prevailing market rates in the Sacramento area for attorneys of comparable experience and skill in handling complex matters and are comparable to the Laffey Matrix index.

39. The hours spent in litigating this matter are not only reasonable but were necessary for the successful prosecution of this action and for the recovery obtained on behalf of the members of the Settlement Class.

B. Litigation Costs

40. The Settlement Agreement allows for Class Counsel to seek reimbursement for actual

litigation costs in an amount not to exceed \$30,000 without objection from Defendant.

41. Since the inception of this litigation, Clark Law Group has incurred a total of **\$5,013.51** in unreimbursed expenses. Such expenses include, but are not limited to, court filing fees, costs for legal research, legal support costs such as process serving, filing, mediation fees, and costs for miscellaneous items like photocopies and postage. Attached hereto as **Exhibit 2** is a true and correct copy of Clark Law Group's billing ledger to date for this lawsuit. It is anticipated that Clark Law Group will advance approximately \$200 for filing fees, court appearances and things of the like from now until the conclusion of this lawsuit.

42. All of expenses incurred were reasonable and necessarily incurred in my office's efforts to effectively prosecute the lawsuit.

Class Representative Enhancement Awards

43. The requested enhancement awards of \$10,000 to Class Representatives were contemplated in the Settlement Agreement as consideration for the time, effort and risks the named Plaintiffs incurred in coming forward to litigate this lawsuit on behalf of the Class Members. The requested class representative service awards are well within the accepted range of awards.²

44. The enhancement awards were also disclosed to the members of the Settlement Class in the Court Ordered Notice.

45. As explained in *Glass*, service awards are routinely awarded to class representatives to compensate the employees for the time and effort expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation therefrom, and to serve as an incentive to vindicate the statutory rights of all employees. *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8509 at *18.

46. My firm has spent a considerable amount of time communicating and working with Plaintiff Ramos over the past two years. Over the course of litigation, Plaintiff has kept in regular contact with my office, provided relevant and extremely helpful information for this action, and

² See e.g. *Louie v. Kaiser Foundation Health Plan, Inc.*, (S.D. Cal. Oct. 06, 2008) 2008 U.S. Dist. LEXIS 78314,*6 (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, (N.D. Cal. Jan. 27 2007) 2007 U.S. Dist. LEXIS 8509, *52 (awarding \$25,000 enhancement award in overtime class action and a pool of \$100,000.00 in enhancements); *Van Vranken v. Atlantic Richfield Co.*, (N.D. Cal. 1995) 901 F. Supp. 294, 299-300 (awarding enhancement award of \$50,000).

1 responded to all communications in a timely manner. Plaintiff provided factual information and
2 documentation that was critical to our understanding of the case, which also assisted to solidify the
3 arguments Class Counsel used in negotiating a fair and reasonable settlement on behalf of the Class
4 Members. Plaintiff spent significant time relating to discovery and searching for employment-related
5 documents, reviewing and analyzing multitude of documents produced by Defendants, and reviewing
6 settlement documents. Plaintiffs participated in the Mediation and continued negotiations of the
7 settlement of this action with and through their respective counsel. Accordingly, Class Representative
8 Plaintiffs have risked and surrendered more than any Class Member.

9 47. At all times, named Plaintiffs have worked diligently to represent the Class Members.

10 48. By bringing this adverse action, Plaintiffs assumed the risk of an adverse judgment and
11 the financial responsibility associated with such an adverse judgment. Plaintiffs also risked, and
12 continue to risk, the availability of prospective employment because their name is associated with this
13 employment litigation.

14 49. In my experience, there are few individuals who are willing to come forward and serve
15 as a class representative, and to provide the hard work, diligence and personal financial risk that may
16 come with undertaking such role. Throughout this litigation, Plaintiffs have gone above and beyond
17 what is typical and required of a class representative and have remained committed to this lawsuit. In
18 consideration of Plaintiffs' active participation, I fully endorse the requested Class Representative
19 Enhancement Awards as fair and reasonable in this case.

20 50. The Clark Law Group, United Employees Law Group, and James Hawkins APLC have
21 entered a fee-splitting agreement. The named Plaintiffs have consented to, reviewed, and signed the
22 agreement. Per that agreement, fees will be divided as follows:

Firm	Percentage of Fees
Clark Law Group	33.33%
United Employees Law Group	16.67%
James Hawkins APLC	50%

26 51. Based on my firm's experience, we, along with co-counsel, were able to adequately and
27 competently represent Plaintiffs and the Settlement Class in this matter, as well as negotiate a
28 settlement that I believe is fair, reasonable, adequate and in the best interest of the Settlement Class in

1 light of all known facts and circumstances including, but not limited to, the risk of continued litigation.
2 Thus, I along with Plaintiffs and co-counsel respectfully request that this Court finally approve the
3 settlement and all requested awards.

4 I declare under penalty of perjury under the laws of the state of California that the foregoing is
5 true and correct, and that this declaration was executed on this 5th day of January, 2024 in San Diego,
6 California.



R. Craig Clark

Exhibit 1

Exhibit 1



Clark Law Group

Firm Resume

ATTORNEY BIOGRAPHIES

R. Craig Clark (AV), Principal:

Areas of Practice: Consumer and Employee Class Actions, Serious Injury & Wrongful Death, Medical Malpractice, Elder Abuse & Nursing Home Cases, Insurance Bad Faith, Construction Defect, Sexual Harassment & Discrimination, Workplace Discrimination & Wrongful Termination, and Products Liability

Admissions: California, 1986; Utah, 1986

Education: University of San Diego School of Law (J.D., *cum laude*, 1986); University of Utah (B.S., 1984)

Biography: Principal of R. Craig Clark, P.C. dba Clark Law Group; Partner of Levine, Steinberg, Miller & Clark; Associate of Gray, Cary, Ames and Frye.

Achievements: Board of Governors of the California Trial Lawyers Association, Board of Governors of the San Diego Trial Lawyers Association, Outstanding Trial Lawyer Award by the SDTLA, Named Outstanding Alumnus by University of San Diego Law School graduating class.

Alicja A. Urtnowski, Attorney:

Areas of Practice: Wage and Hour Class Actions, Consumer Litigation

Admission: California, 2018

Education: University of San Diego School of Law (LL.M, 2017); Adam Mickiewicz University (Master Degree in Law, 2014)

CLASS, COLLECTIVE & REPRESENTATIVE ACTION BACKGROUND

Aguilera, et al. v. Eagle Systems International, Inc. dba Synergy Companies – Settled Superior Court of California for the County of Alameda

Nature of the Case: Failure to Pay Wages, Failure to Pay Overtime Compensation, Failure to Reimburse for Business Expenses, Failure to Provide Waiting Time Penalties, Failure to Provide Meal and Rest Breaks, and Unfair Competition Law

Alvarado v. Lewis Operating Corp. – In Litigation

Superior Court of California for the County of Sacramento

Nature of the Case: Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Alvarez v. Hamilton Sundstrand Corporation – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Wages Owed, Failure to Pay Wages Owed Upon Termination, Failure to Provide Meal and Rest Periods, Unfair Competition Law, and Private Attorneys General Act of 2004

Anderson v. Oracle Corporation – Settled

Superior Court of California for the County of San Mateo

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, and Unfair Competition Law

Andreas v. Lowe's HIW – Settled

United States District Court for the District of Nevada

Nature of the Case: Failure to Pay Overtime Compensation

Androstendiol Cases – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Deceptive Advertising

Arellano v. Kellermeyer Building Service, LLC – Settled

United States District Court for the Southern District of California

Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, Failure to Provide Itemized Wage Statements, Waiting Time Penalties, Unfair Competition Law, Unpaid Split Shift Premiums, and Unreimbursed Business Expenses

Austin v. Amazon.com, Inc. – Settled

United States District Court for the Western District of Washington

Nature of the Case: Unfair Competition Law and Failure to Pay Overtime and Wages

Avila v. DirecTV, LLC – Settled

Superior Court of California for the County of Santa Clara

Nature of Case: Failure to Pay Minimum Wages and Overtime, Failure to Provide Accurate Wage Statements, Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Beckman, et al. v. Arizona Canning Company, LLC – Settled

United States District Court for the Southern District of California

Nature of the Case: Deceptive and Misleading Advertising, Unfair Competition Law, and Consumer Legal Remedies Act

Beckman v. Wal-Mart Stores, Inc., et al. – Settled

United States District Court for the Southern District of California

Nature of the Case: Breach of Implied Warranty of Merchantability, Breach of Express Warranty, Breach of Implied Warranty of Fitness for a Particular Purpose, and Unfair Competition Law

Bello v. Proctor & Gamble – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Unpaid Meal and Rest Breaks, and Failure to Reimburse Necessary Work Expenses

Bennie v. Lowe's HIW, Inc. – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law and Failure to Provide a Day of Rest

Bloland v. Zatt – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Negligence, *Res Ipsa Loquitur*, Private Nuisance, and Breach of Contract

Bradford v Get Spiffy, Inc. – In Litigation

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Minimum Wages and Overtime, Failure to Provide Accurate Wage Statements, Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Budet v. AAG – Settled

Superior Court of California for the County of Orange

Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Timely Pay Wages Owed Upon Employment Termination, Breach of Contract, Failure to Provide Itemized Wage Statements, Unfair Competition Law, and Private Attorneys General Act of 2004

Bulisco v. Mosaic Sales Solutions US Operating Co., LLC – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed, Provide Meal and Rest Breaks, Failure to Itemize Wage Statements, Failure to Reimburse for Business Expenses, Split Shifts, and Timely Pay Upon Termination

Butler v. Time Warner Cable, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Wages, Failure to Provide Meal and Rest Breaks, and Private Attorneys General Act of 2004

Cabrera, et al. v. CVS Rx Services, Inc., et al. – In Litigation

United States District Court for the Central of California

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal and/or Rest Period or Compensation in Lieu Thereof; Failure to Pay Wages Owed, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Failure to Reimburse for Necessary Work Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Campangna, et al. v. Language Line Services – Settled

United States District Court for the Northern District of California

Nature of the Case: Unfair Competition and Unreimbursed Business Expenses

Campos v. Exodus Recovery, Inc., et al. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, Failure to Furnish a Safe and Healthful Place of Employment and Failure to Reimburse Business Expenses

Campos v. NY SEB, Inc., et al. – Settled

Superior Court of California for the County of Los Angeles

Nature of Case: Failure to Timely Pay Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Separation, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Reimburse Business Expenses and Unfair Competition Law

Carey v. Autozoners, LLC – Settled

Superior Court of Nevada for the County of Clark

Nature of the Case: Unfair Competition Law and Failure to Pay Overtime

Cohen v. Lowe's HIW, Inc. – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Itemize Wage Statements, and Unlawful Deductions

Coleman v. Jenny Craig, Inc. (Co-Counsel) – Dismissed

United States District Court for the Southern District of California

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Pay Wages Owed, Failure to Provide Meal and Rest Periods, Unfair Competition Law, and Private Attorneys General Act of 2004

Contreras, et al. v. Bank of America National Association – Settled

Superior Court of California for the County of San Francisco

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, and Unreimbursed Business Expenses

Corona v. Verizon Communications, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Wages Owed, Failure to Timely Pay Wages Owed Upon Employment Termination, Breach of Contract, Unfair Competition Law, Vacation Time, and Private Attorneys General Act of 2004

Cortina, et al. v. North American Title Company (Co-Counsel) – In Litigation

Superior Court of California for the County of Fresno

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Pay Wages Owed, Failure to Pay Wages Owed Upon Employment Termination, Unfair Competition Law, Failure to Furnish Accurate Wage Statements, and Failure to Provide Meal and Rest Breaks

Cota v. Countrywide Securities Corporation – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, and Unfair Competition Law

Curiel v. Vivint Solar Developer, LLC, et al. – In Litigation

Superior Court of California for the County of San Diego

Nature of Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, Failure to Furnish a Safe and Healthful Place of Employment, Failure to Provide Paid Sick Leave, Failure to Furnish a Safe and Healthful Place of Employment and Failure to Reimburse Business Expenses

Daniels, et al. v. Philip Morris, et al. – Settled

Supreme Court of California

Nature of the Case: Unfair Competition Law and Unlawful Marketing of Cigarettes to Children

Daprizio v. Harrah's Las Vegas, Inc., et al. – Settled

United States District Court for the District of Nevada

Nature of the Case: Unfair Competition Law and Failure to Pay Overtime and Wages

Davies v. Wells Fargo Bank – Settled

Superior Court of California for the County of San Francisco

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, and Unfair Competition Law

Decarr v. Harvest Management Sub LLC, et al. – Settled

Superior Court of California for the County of Santa Clara

Nature of the Case: Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, Failure to Itemize Wage Statements, and Unfair Competition Law

De Leon v. Ricoh USA, Inc., et al. – Settled

United States District Court for the Northern District Court of California

Nature of Case: Failure to Pay Minimum and Overtime Wages, Failure to Provide Legally Compliant Meal and Rest Periods, Failure to Reimburse Business Expenses, Failure to Pay Wages Owed, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Records, Unfair Competition Law, Private Attorneys General Act of 2004, and Fair Labor Standards Act.

Del Valle v. L.A. Fitness International LLC – Settled

Superior Court of California for the County of Orange County

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, Meal and Rest Breaks, Reimburse Expenses, and Split Shifts

Devahl v. B.J.'s Restaurant Inc. – Settled

Superior Court of California for the County of Orange County

Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Doidge v. Kemper Independence Insurance Company – Settled

Superior Court of California for the County of Riverside

Nature of the Case: Breach of the Implied Covenant of Good Faith and Fair Dealing, Breach of Contract, and Unfair Competition Law

Estrella v. Freedom Financial Network, LLC, et al. – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law

Evans v. Walmart Stores, Inc. (Co-Counsel) – Settled

United States District Court for the District of Nevada

Nature of the Case: Unfair Competition Law and Failure to Pay Overtime

Fjeld v. Penske Logistics LLC – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Unpaid Wages, Overtime, Meal and Rest Breaks, and Failure to Itemize Wage Statements

Fontes v. Heritage Operating, L.P., et al. – Settled

United States District Court for the Southern District of California

Nature of the Case: False Advertising and Unfair Competition Law

Friedlander v. Hot Topic, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Reimburse Business Expenses, Failure to Provide Meal and Rest Periods, Failure to Pay Overtime, and Unfair Competition Law

Friend v. Wellpoint – Settled

Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Unpaid Overtime, and Missed Meal Periods

Fulcher v. Guess?, Inc. – Settled

Superior Court of California for the County Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Reimburse for Business Expenses, Unpaid Meal and Rest Breaks, and Unpaid Overtime

Fuller v. Discount Tire Co., Inc., et al. – Settled

Superior Court of California for the County of Santa Clara
Nature of the Case: Unfair Competition Law and Unpaid Travel Time

Fuzell v. Hallmark Marketing Corporation – Settled

United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Unpaid Time, and Unreimbursed Expenses

Gandara v. Nestle Purina Petcare Company, et al. – Settled

United States District Court for the Southern District of California
Nature of the Case: Unfair Competition Law and Consumers Legal Remedies Act

Godoy v. American Technologies, Inc. – Settled

Superior Court of California for the County of Alameda
Nature of the Case: Failure to Timely Pay Wages Owed, Failure to Pay Overtime Wages, Failure to Provide Second Meal Periods or Compensation, Failure to Timely Pay Wages to Terminated Employees, Failure to Reimburse for Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Gonzalez v. L and R Auto Parks – Settled

Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Furnish Timely and Accurate Wage Statements, Unfair Competition Law, and Private Attorneys General Act of 2004

Gray v. Bank of America National Association – Settled

United States District Court for the Northern District of California
Nature of the Case: Unfair Competition Law, Overtime, and Meal and Rest Breaks

Gruender v. First American Title Company – Settled

Superior Court of California for the County of Orange
Nature of the Case: Unfair Competition, Overtime, and Meal and Rest Breaks

Guffey, et. al. v. Rokit, Inc. et al. – In Litigation

Superior Court of California for the County of Los Angeles

Nature of the Case: Willful Misclassification, Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Furnish Timely and Accurate Wage Statements, Unfair Competition Law, and Private Attorneys General Act of 2004

Harrington v. Professional Security Consultants – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Waged Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Heinze v. Paragon Systems, Inc. dba Parasys, Inc. – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Requiring Employees to Agree, in Writing, to Terms or Conditions Known by the Employer to be Prohibited by Law, Failure to Pay All Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Payroll Records, and Failure to Provide the Right to a Copy of Signed Documents

Hernandez v. Zumiez, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Itemize Wage Statements, and Failure to Reimburse Business Expenses

Hill v. Chico's Fas, Inc. – Settled

Superior Court of California for the County of San Mateo

Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Hoffman v. LEGOLAND California, LLC – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Holdway v. Ken Small Industries – Settled

Superior Court of California for the County of Kern

Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Furnish Timely and Accurate Wage Statements, and Unfair Competition Law

Holt v. Kaiser Foundation Health Plan, Inc. – Settled

Superior Court of California for the County Alameda

Nature of the Case: Unfair Competition Law, Unpaid Wages, Overtime, Meal and Rest Breaks, and Failure to Furnish Timely, and Accurate Wage Statements

Hudson v. Pacific Bell Telephone Company – Settled

Superior Court of California for the County of Sacramento

Nature of the Case: Failure to Pay Minimum Wages and Overtime, Failure to Provide Compliant Meal and Rest Periods, Failure to Provide Accurate Wage Statements, Failure to Pay Wages Owed, Unfair Competition Law, and Private Attorneys General Act of 2004

Jimenez, et al. v. California Wireless Solutions, Inc. d.b.a. Sprint, et al. – Settled

Superior Court of California for the County of Santa Clara

Nature of the Case: Failure to Pay Minimum and Overtime Wages, Failure to Provide Written Commission Agreements, Unlawful Deduction of Wages, Secret Underpayment of Wages, Failure to Provide Meal and Rest Periods, Failure to Reimburse Business Expenses, Failure to Pay Wages Owed, Failure to Furnish Accurate Wage Statements, Failure to Maintain Accurate Records, Unfair Business Practices, and Private Attorneys General Act of 2004

Johnson v. Metlife, Inc., et al. (Co-Counsel) – Settled

United States District Court, for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Provide Accurate Itemized Wage Statements, Failure to Pay Wages Upon Termination, Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Reimburse Business Expenses, and Failure to Provide Meal and Rest Breaks

Jones v. SeaWorld Parks & Entertainment, Inc., et al. – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum Wages and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Pay Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, and Failure to Maintain Accurate Employee Records

Jones v. Wal-Mart Stores, Inc. (Co-Counsel) – Dismissed

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed, Overtime, and Failure to Itemize Pay Statements

Juarez, et al. v. K-Mart Corporation, et al. (Lead Co-Counsel) – Settled

Superior Court of California for the County Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, Failure to Provide Meal and Rest Breaks, and Off-the-Clock Work

Kendrick v. Borders Books – Bankrupt

Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Kim v. American Tire Depot, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Furnish Accurate Wage Statements, Failure to Provide Rest Periods, and Private Attorneys General Act of 2004

Kramer, et al. v. Uber Technologies, Inc., et al. – Settled
Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, Failure to Pay Meal and Rest Breaks, Off-the-Clock Work, and Private Attorneys General Act of 2004

Ladalaro v. Vivint Solar Developer, LLC, et al. – Settled
Superior Court of California for the County of San Diego

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Willful Misclassification of Employees, Failure to Pay Minimum and Overtime Wages, Requiring Employees to Agree to Prohibited Terms or Conditions, Failure to Provide Written Commission Agreements, Failure to Provide the Right to a Copy of Signed Documents, Unlawful Deduction of Wages, Secret Underpayment of Wages, Failure to Provide Meal and Rest Periods, Failure to Reimburse Business Expenses, Failure to Timely Pay Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, and Failure to Maintain Accurate Employment Records

Lambert v. Frazee Franchise Corp. – Settled
Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Lee v. Vivint, Inc. – Settled
Superior Court of California for the County of San Diego

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Pay Wages Owed, Failure to Furnish Accurate Wage Statements, Failure to Provide Meal and Rest Periods, Unlawful Deduction of Wages, Failure to Reimburse Business Expenses, and Unfair Competition Law

Leggins, et al. v. Pacific Bell Telephone Company (Pacific Bell Wage and Hour Cases) – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Timely Pay All Final Wages, Failure to Furnish Written Accurate Itemized Wage Statements, Failure to Maintain Accurate Records, Failure to Reimburse Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Lizarraga v. CBC Restaurant Corp. – Settled
Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Lydon v. Paramount Pictures Corporation – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Markell v. Excalibur Pizza, LLC – Settled
Superior Court of California for the County of Sacramento
Nature of the Case: Failure to Reimburse Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Meco v. International Medical Research (and related cases) - Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Product Adulteration, and Illegal Sale of Drugs

Medina v. Replanet, LLC et al. – Settled
Superior Court of California for the County of Alameda
Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Provide Legally Compliant Meal and Rest Periods, Failure to Provide Accurate Itemized Wage Statements, and Failure to Provide Wages Owed Upon Termination

Mendez v. Walmart Stores, Inc. – Settled
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Unpaid Overtime, and Meal and Rest Breaks

Mendoza v. HIT Mobile, Inc. – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Pay Overtime Compensation, Failure to Pay Wages Owed, Failure to Furnish Accurate Wage Statements, Forfeiture of Wages, Unfair Competition Law, and Private Attorneys General Act of 2004

Mendoza v. Nordstrom, Inc. – Dismissed
United States District Court for the Central District of California
Nature of the Case: Unfair Competition Law, Working 7 or More Consecutive Days, and Split Shifts

Merida v. HealthIQ Re, Inc., et al. – Dismissed
Superior Court of California for the County of San Diego
Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Reimburse Business Expenses, Failure to Pay All Wages Owed Upon Separation, Failure to Furnish Accurate Itemized Wages Statements, and Failure to Maintain Accurate Employment Records

Minor v. Barnes & Noble Booksellers, Inc. – Settled

Superior Court of California for the County Alameda

Nature of the Case: Unfair Competition Law and Private Attorneys General Act of 2004, and Claim for Paying with Out of State Check

Mitre v. Smart & Final Stores, LLC – Settled

Superior Court of California for the County of Santa Clara

Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Murry v. Kellogg Sales Company – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Misclassification, and Certified for Unitemized Wage Statements

Ogura v. Thrifty Payless, Inc. dba Rite-Aid – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Provide Rest Breaks, Unfair Competition Law, and Private Attorneys General Act of 2004

Outland v. Macy's Department Stores, Inc. (Co-Counsel) – Dismissed

Superior Court of California for the County of San Francisco

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

O'Neal v. Synctruck, LLC, et al. – Settled

Superior Court of California for the County of Sacramento

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Provide Meal and Rest Periods, Failure to Timely Pay Wages Owed, Failure to Provide Paid Sick Leave or Written Notice of the Amount of Sick Leave Available, and Failure to Provide Accurate Itemized Wage Statements

Owen v. Robinson's-May, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law and Failure to Pay Vacation Accrued

Padilla v. Kraft – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Pearce v. SBC – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Permenter v. Pace Supply Corp. – Dismissed

Superior Court of California for the County of Santa Clara

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, , Failure to Provide Accurate Wage Statements, Failure to Maintain Accurate Employee Records, Failure to Pay All Wages Owed Upon Separation, and Failure to Provide Reimbursement for Business Expenses

Perry v. San Joaquin Valley Colleges, Inc. – Settled

Superior Court of California for the County of Riverside

Nature of the Case: Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, and Unfair Competition Law

Phillips v. Greenback Operations, LLC, et al. – Settled

Superior Court of California for the County of Sacramento

Nature of Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Reimburse Necessary Business Expenses, Failure to Pay All Wages Owed Upon Termination, Failure to Furnish Accurate Itemized Wage Statements, and Failure to Maintain Accurate Employment Records

Quinlan v. Lyft, Inc. – Dismissed

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Furnish Accurate Wage Statements, Failure to Provide Meal and Rest Periods, Failure to Pay all Wages Owed, Failure to Reimburse Necessary Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Ramirez v. Wells Fargo Bank – Settled

Superior Court of California for the County of Alameda

Nature of the Case: Unfair Competition, Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Breaks, Off-the-Clock Work, and Fair Labor Standards Act.

Ramos v. Infinity Insurance Co. – Dismissed

United States Court of Appeals for the Ninth Circuit

Nature of the Case: Unfair Competition Law, California Insurance Code, Breach of Implied Covenant of Good Faith and Fair Dealing, Consumer Legal Remedies, and Declaratory Relief

Ramos v. Constellis, et. al. – Settled

Superior Court of California for the County of Sacramento

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Furnish Accurate Wage Statements, Failure to Provide Meal and Rest Periods, Failure to Pay all Wages Owed, Failure to Reimburse Necessary Business Expenses, Unfair Competition Law, and Private Attorneys General Act of 2004

Richie v. Blue Shield of California Life and Health Insurance Company – Settled
United States District Court for the Northern District of California
Nature of the Case: Failure to Reimburse Business Expenses, Failure to Pay Overtime Compensation, and Unfair Competition Law

Rodriguez v. Pacific Bell Telephone Company – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, and Failure to Provide Meal and Rest Breaks

Rondone v. Orchard Supply Hardware Stores Corporation – Settled
Superior Court of California for the County of Santa Clara
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, and Failure to Provide Meal and Rest Breaks

Rose v. Lincare, Inc. – Settled
Superior Court of California for the County of San Francisco
Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Rosenloev v. 24 Hour Fitness USA, Inc. – Settled
Superior Court of California for the County of Orange
Nature of the Case: Unfair Competition Law, Split Shifts, Commission Theft, Failure to Pay Missed Meal Periods, and Off-the-Clock Work

Salazar v. Wells Fargo Bank – Settled
United States District Court for the District of Nevada
Nature of the Case: Unfair Competition Law and Failure to Pay Overtime

Sanabia v. GP Development – In Litigation
Superior Court of California for the County of Sacramento
Nature of the Case: Failure to Pay Prevailing Wage, Failure to Pay Minimum and Overtime Wages, Failure to Reimburse Business Expenses and Unfair Competition Law

Schroeder v. The Sherwin-Williams Company – Settled
Superior Court of California for the County of Los Angeles
Nature of the Case: Failure to Reimburse Business Expenses and Unfair Competition Law

Scott v. Pro's Choice Beauty Care, Inc. – Settled
United States District Court for the Northern District of California
Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed, Failure to Pay Overtime Compensation, Failure to Provide Meal and Rest Periods, and Failure to Reimburse for Business Expenses

Sellers v. Guard Management, Inc. – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Violation of the Private Attorneys General Act of 2004 for Failure to Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Provide Reimbursement for Necessary Business Expenses, Unlawful Deduction of Wages, Failure to Pay Wages Owed, Failure to Furnish Accurate Itemized Wage Statements, and Failure to Maintain Accurate Employment Records

Smith, et al. v. AT&T Mobility LLC – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Smith v. US Borax, Inc. – Settled

Superior Court of California for the County of Kern

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Sortino v Tryad Service Corporation, et. al. – Settled

Superior Court of California for the County of Bakersfield

Nature of the Case: Failure to Pay Wages, Including Minimum Wage, Failure to Provide Meal and Rest Breaks, Failure to Pay Overtime Wages, Failure to Provide Accurate Itemized Wage Statements, and Unfair Competition Law, and Private Attorneys General Act of 2004

Sparks v. ADP – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Spiegler v. Blue Cross of California, dba Anthem Blue Cross – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Breach of Contract, Breach of Implied Covenant of Good Faith and Fair Dealing, Forfeiture of Wages, Secret Underpayment of Wages, Unfair Competition Law, and Private Attorneys General Act of 2004

Standridge v. Inventiv Health, Inc., et al. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Reimburse Business Expenses

Stanley v. Toys ‘R’ Us-Delaware, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Stout v. Einstein Noah Restaurant Group, Inc. – Settled

Superior Court of California for the County of Alameda

Nature of the Case: Failure to Pay Wages, Including Minimum Wage, Failure to Pay Overtime Wages, Failure to Provide Accurate Itemized Wage Statements, and Unfair Competition Law

Stowe v. The Pep Boys Manny Moe & Jack of California – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law and Failure to Reimburse Business Expenses

Sundjaja v. AIG Commercial Insurance Agency, Inc. – Settled

United States District Court for the Northern District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Expenses, and Failure to Provide Meal and Rest Breaks

Tan v. Sutter Health – Settled

Superior Court of California for the County of Alameda

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime, Provide Meal and Rest Breaks, Itemize Wage Statements, and Private Attorneys General Act of 2004

Tarango v Ajilon Communications – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Thomas v. Avis Budget Group LLC – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Thomason v. Toyota Motor Sales, U.S.A., Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law and Deceptive Business Practices

Thrash v. Chevron Stations, Inc. (Co-Counsel) – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law, Failure to Pay Wages Owed and Overtime.

Trujillo v. Party City Corporation – Settled

Superior Court of California for the County of Santa Clara

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Tupou v. Parking Network, Inc., et al. – In Litigation

Superior Court of California for the County of Los Angeles

Nature of the Case: Failure to Provide Meal and Rest Periods, Failure to Pay Minimum and Overtime Wages, Failure to Pay All Wages Owed Upon Separation, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Employment Records, Failure to Provide Copies of Signed Documents, Violation of Unfair Competition Law, Violation of the Private Attorneys General Act of 2004

Valenzuela v. Affiliated Computer Systems, Inc. – Settled

Superior Court of California for the County of Los Angeles

Nature of the Case: Unfair Competition Law and Failure to Pay Wages When Due Through Debit Card

Valles v. International Business Machines Corporation – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Villalobos v. Salem & Biddle, Inc., d.b.a. Security First, et al. – Settled

Superior Court of California for the County of San Diego

Nature of the Case: Failure to Pay Minimum Wages and Overtime Compensation, Failure to Provide Legally Compliant Meal Periods, Failure to Provide Legally Compliant Rest Periods, Failure to Reimburse Necessary Work Expenses, Unlawful Deduction of Wages, Failure to Pay Wages Owed, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Records, Unfair Competition Law, and Private Attorneys General Act of 2004.

Villanueva v. SAS Services, et. al. – Settled

United States District Court for the Southern District of California

Nature of the Case: Failure to Timely Pay Minimum and Overtime Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Separation, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Employment Records, Failure to Reimburse for Necessary Business Expenses, Unfair Competition Law, and Violation of the Private Attorneys General Act of 2004

Viloria v. Stewart Title Company – Settled

United States District Court for the Central District of California

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Vuong v. Wells Fargo Bank (Co-Counsel) – Dismissed

Superior Court of California for the County of San Francisco

Nature of the Case: Unfair Competition Law, Failure to Pay Overtime Compensation, and Failure to Provide Meal and Rest Breaks

Worth v. Video Tech Services, Inc. dba VTS Services – In Litigation

Superior Court of California for the County of Los Angeles

Nature of the Case: Willful Misclassification, Failure to Timely Pay Minimum and Overtime Wages, Failure to Pay for Reporting Time, Secret Underpayment of Wages, Failure to Provide Meal and Rest Periods, Failure to Pay All Wages Owed Upon Separation, Failure to Provide Paid Sick Leave and Written Notice of the Amount of Sick Leave Available, Failure to Furnish Accurate Itemized Wage Statements, Failure to Maintain Accurate Employment Records, Failure to Reimburse for Necessary Business Expenses, Unfair Competition Law, and Violation of the Private Attorneys General Act of 2004

Wright v. Home Depot U.S.A., Inc. – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unfair Competition and Failure to Provide Meal and Rest Breaks

Ziencina v. Retail Assistance Corporation – Settled

Superior Court of California for the County of Orange

Nature of the Case: Unpaid Business Expenses and Unpaid Travel Time

Exhibit 2

Exhibit 2

R. CRAIG CLARK, PC
Ramos v. Constellis
All Transactions

	Type	Date	Num	Source Name	Memo	Amount
Client Costs						
	Credit Card Charge	06/18/2022		Lexis Nexis	Legal Research	356.30
	Credit Card Charge	06/27/2022		DLSE PAGA	PAGA Notice Submission	75.00
	Credit Card Charge	06/28/2022		USPS	Cert. Mail Receipt	8.96
	Credit Card Charge	09/02/2022		Stamps.com	Postage Cert. Mail	17.00
	Bill	12/01/2022		Marsili Mediation	Mediation	3,750.00
	Credit Card Charge	01/10/2023		Lexis Nexis	Legal Research	285.00
	Credit Card Charge	06/23/2023		One Legal LLC	Court Filing Charge	308.85
		n/a		Photocopies	Photocopies	212.40
	Credit Card Charge					
Total Client Costs						5,013.51
TOTAL						5,013.51