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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ROBERT ONOFRE, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL, a
California corporation; PHR MANAGEMENT,
INC., a California corporation; KEN REAL
ESTATE LEASE LTD., a business entity of
unknown form; and DOES 1 through 10,
inclusive,

Defendants.

MIGUEL ZALDIVAR AVILA, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL,
business form unknown; TSUBAKI HOTEL
COLLECTION, business form unknown, and
DOES 1-50, inclusive,

Defendants.

Case No.: 30-2016-00861544-CU-OE-CXC

**NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT; MEMORANDUM
OF POINTS AND AUTHORITIES IN
SUPPORT**

Date: November 21, 2019

Time: 2:00 p.m.

Place: Department CX102

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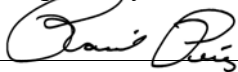
1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on November 21, 2019 at 2:00 p.m., or as soon thereafter as
3 counsel may be heard, in Department CX102 of the above-captioned court, located at 751 W Santa Ana
4 Blvd, Santa Ana, CA 92701, the Honorable Peter Wilson presiding, Plaintiffs Robert Onofre and Miguel
5 Zaldivar will, and hereby do, move this Court for entry of an order and judgment granting final approval
6 of the class action settlement and all agreed-upon terms therein. This Motion, unopposed by Defendants
7 Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd., seeks final
8 approval of: (1) the Joint Stipulation of Class Action Settlement and Release, (2) settlement payments to
9 Participating Class Members and the LWDA, and (3) costs/expenses to the claims administrator, ILYM
10 Group, Inc.

11 This Motion is based upon: (1) this Notice of Motion and Motion; (2) the Memorandum of
12 Points and Authorities in Support of Motion for Final Approval of Class Action Settlement; (3) the
13 concurrently filed Motion for Attorneys' Fees, Costs and Expenses, and Class Representative
14 Enhancement Payments; (4) the Declaration of Raul Perez; (5) the Declaration of James R. Hawkins; (6)
15 the Declaration of Robert Onofre; (7) the Declaration of Miguel Zaldivar; (8) the Declaration of Nathalie
16 Hernandez on behalf of ILYM Group, Inc., the settlement administrator; (9) the [Proposed] Order
17 Granting Final Approval of Class Action Settlement; (10) the [Proposed] Judgment; (11) the records,
18 pleadings, and papers filed in this action; and (12) upon such other documentary and/or oral evidence as
19 may be presented to the Court at the hearing.

20 Dated: October 25, 2019

Respectfully submitted,

21 By:  _____

22 Raul Perez
23 Robert Drexler
24 Molly DeSario
25 Jonathan Lee
26 **CAPSTONE LAW APC**

27 James R. Hawkins
28 **JAMES HAWKINS APLC**

Attorneys for Plaintiffs Robert Onofre and Miguel
Zaldivar

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On June 18, 2019, this Court granted preliminary approval of the Joint Stipulation of Class Action Settlement and Release¹ and approved distribution of the Notice of Class Action Settlement to all Class Members. Class Members were given 45 days to opt out or object to the Settlement (“Response Deadline”). To date, only two individuals have opted out of the Settlement Class and no Class Members objected to the Settlement. Accordingly, the entire Net Settlement Amount will be disbursed to all 456 Participating Class Members, resulting in an average payment of approximately \$2,365, and a highest payment of approximately \$6,280. (Declaration of Nathalie Hernandez [“Hernandez Decl.”] ¶ 10.)

Plaintiffs now move for final approval of the class action settlement. This motion is unopposed by Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. (collectively with Plaintiffs, the “Parties”). The principal terms of the Settlement Agreement are as follows.

(1) A Settlement Class defined as: (1) all persons who were employed by Defendants in non-exempt positions in the State of California at any time during the period from August 26, 2012 to October 15, 2018 (“Class Members”), and (2) all persons who were employed by Defendants in non-exempt positions in the State of California at any time during the period from June 30, 2015 to September 30, 2016 (“Wage Statement Class Members”).

(2) A **non-reversionary** Class Settlement Amount of \$2,082,730.88.² The Class Settlement Amount includes:

(a) A Net Settlement Amount of \$1,348,563.88 (the Class Settlement Amount

¹ Hereinafter, the “Settlement” or “Settlement Agreement.” Unless indicated otherwise, capitalized terms used herein have the same meaning as those defined by the Settlement.

² Paragraph 46 of the Settlement provides: “The Class Settlement Amount was calculated with, and is premised on, the understanding that there are approximately Three Hundred and Fifty (350) Class Members eligible to participate in the Settlement. If the number of Class Members stated in this paragraph increases by more than ten percent (10%), then the Net Settlement Amount will be increased by the same proportion.” Because the number of Class Members increased to 458 as of the date of Preliminary Approval, the Net Settlement Amount (originally estimated at \$1,115,833) was increased by approximately 20.86%, or by \$232,730.88. This adjustment is accordingly reflected in both the Net Settlement Amount (\$1,115,833.00 + \$232,730.88 = \$1,348,563.88) and Class Settlement Amount (\$1,850,000.00 + \$232,730.88 = \$2,082,730.88). All other payments, such as for attorneys’ fees and costs, have remained the same.

1 minus the requested Attorneys' Fees And Costs, Settlement Administration Costs, the
2 payment to the California Labor and Workforce Development Agency ["LWDA"], and
3 the Class Representative Enhancement Payments), which will be allocated to all Class
4 Members on a pro-rata basis according to the number of weeks each Class Member
5 worked during the applicable ("Class Period"). **The Entire Net Settlement Amount**
6 **will be paid to all Class Members who do not opt out of the Settlement Class, and**
7 **without the need to submit claims for payment.**

8 (b) Attorneys' fees in the amount of approximately thirty percent of the adjusted
9 Class Settlement Amount (or \$616,667), and litigation costs and expenses not to exceed
10 \$50,000,³ to Capstone Law APC and James Hawkins APLC (collectively, "Plaintiffs'
11 Counsel").

12 (c) Settlement administration costs of \$15,000 to ILYM Group, Inc. ("ILYM").

13 (d) A \$37,500 payment to the LWDA pursuant to the Labor Code Private Attorneys
14 General Act of 2004 ("PAGA").

15 (e) Class Representative Enhancement Payments of \$7,500 each, to Robert Onofre
16 and Miguel Zaldivar for their services on behalf of the Settlement Class, the risks they
17 took in bringing the class on behalf of the class and for general releases of all of their
18 own claims arising out of their employment with Defendants.

19 An objective evaluation of the Settlement confirms that the relief negotiated on the Settlement
20 Class' behalf is fair, reasonable, and valuable. The Settlement was negotiated by the Parties at arm's
21 length with helpful guidance from Jeffrey A. Ross, Esq., an experienced and well-respected class action
22 mediator, and the Settlement confers substantial benefits to Class Members. This relief—averaging
23 approximately \$2,365 per Class Member—is particularly impressive when viewed against the
24 difficulties encountered by plaintiffs pursuing wage and hour cases. Moreover, by settling now rather
25 than proceeding to trial, Class Members will not have to wait (possibly years) for relief, nor will they
26

27 ³ Plaintiffs' Counsel seek an award of only \$36,000 in litigation costs and expenses. The
28 difference between the amount negotiated (\$50,000) and the amount sought will be added to the Net
Settlement Amount.

1 have to bear the risk of class certification being denied or of Defendants prevailing at trial.

2 Accordingly, given the Settlement’s favorable terms, the Court’s previous findings concerning
3 the Settlement’s fairness and reasonableness, and the complete absence of objection to the Settlement,
4 Plaintiffs respectfully request that the Court: (1) grant this Motion for Final Approval of the Settlement
5 Agreement; (2) grant final approval of the settlement administration costs/expenses; (3) enter judgment
6 pursuant to the Settlement Agreement; and (4) retain jurisdiction to enforce the Settlement.

7 **II. FACTS AND PROCEDURE**

8 **A. Brief Overview of the Litigation**

9 On June 30, 2016, Plaintiff Robert Onofre filed suit in the Superior Court of California for the
10 County of Orange against Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and
11 Ken Real Estate Lease Ltd., alleging a representative PAGA action on behalf of non-exempt employees
12 of the hotel (“Onofre Action”). Mr. Onofre is represented by Capstone Law APC. (Declaration of Raul
13 Perez [“Perez Decl.”] ¶ 2.)

14 On August 26, 2016, Plaintiff Miguel Zaldivar Avila filed suit in the Superior Court of
15 California for the County of Orange against Defendants Anaheim Majestic Garden Hotel and Tsubaki
16 Hotel Collection, alleging a proposed class action on behalf of non-exempt employees of the hotel
17 (“Avila Action”). Mr. Avila is represented by James Hawkins APLC. (Declaration of James Hawkins
18 [“Hawkins Decl.”] ¶ 1.)

19 On November 29, 2017, Defendants filed their motion to compel arbitration in the Avila Action,
20 and motions to stay civil court proceedings in the Avila Action and Onofre Action pending arbitration.
21 On January 23, 2018, the Court denied Defendants’ motions, finding that: (1) Defendants waived the
22 right to compel arbitration by proceeding with litigation; (2) the arbitration agreement was procedurally
23 unconscionable as a “take it or leave it” agreement; (3) the arbitration agreement was substantively
24 unconscionable because of unfair attorney fee provisions and because it did not include any provisions to
25 compel the employer to arbitration; and (4) the arbitration clause excepted “any wage and hour matter
26 within the jurisdiction of the California Labor Commissioner” which arguably includes all wage and
27 hour claims. (Perez Decl. ¶ 4.)

28 On March 19, 2018, Defendants filed their notice of appeal of the order denying the motion to

1 compel arbitration. Both the Avila Action and Onofre Action were stayed pending the outcome of the
2 appeal. While the actions were stayed, the Parties agreed to participate in a mediation in an attempt to
3 negotiate a compromise of the claims alleged. (Perez Decl. ¶ 5.)

4 **B. The Parties Settled After A Second Mediation**

5 The Parties participated in two mediations with Jeffrey A. Ross, Esq., an experienced mediator
6 of wage and hour class actions. The first mediation was held on August 7, 2017. Although the Parties did
7 not settle at the first mediation, Mr. Ross helped to narrow the gap between the Parties' respective
8 positions. (Perez Decl. ¶ 6.)

9 The Parties participated in a second mediation on September 25, 2018. With Mr. Ross'
10 guidance, the Parties were eventually able to negotiate a complete settlement of Plaintiffs' claims. The
11 terms of the settlement are now set forth in complete and final form in the Joint Stipulation of Class
12 Settlement and Release. (Perez Decl. ¶ 7.) At all times, the Parties' negotiations were adversarial and
13 non-collusive. The Settlement therefore constitutes a fair, adequate, and reasonable compromise of the
14 claims at issue. (*Id.*)

15 **C. The Proposed Settlement Fully Resolves Plaintiffs' Claims**

16 **1. Composition of the Settlement Class**

17 The proposed Settlement Class consists of all: (1) all persons who were employed by Defendants
18 in non-exempt positions in the State of California at any time during the period from August 26, 2012 to
19 October 15, 2018; and (2) all persons who were employed by Defendants in non-exempt positions in the
20 State of California at any time during the period from June 30, 2015 to September 30, 2016. (Settlement
21 Agreement ¶ 5.)

22 **2. Settlement Consideration**

23 Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for the
24 Class Settlement Amount of \$2,082,730.88. The Class Settlement Amount includes: (1) automatic
25 payments to all Participating Class Members—meaning, all Class Members except those who submit
26 timely and valid Requests for Exclusion—from the Net Settlement Amount; (2) \$616,667 in attorneys'
27 fees (30% of the common fund) and up to \$50,000 in litigation costs to Plaintiffs' Counsel; (3)
28 Settlement Administration Costs of \$15,000; (4) a \$37,500 payment to the LWDA; and (5) Class

Representative Enhancement Payments of \$7,500 each, for Plaintiffs' services on behalf of the Settlement Class, the risks they took in bringing their class claims and for general releases of all claims arising out of their own employment with Defendants. (Settlement Agreement ¶¶ 12-13.)

Subject to the Court approving attorneys' fees and costs, settlement administration costs, the payment to the LWDA, and the Class Representative Enhancement Payments, the Net Settlement Amount will be distributed to Participating Class Members in full. (Settlement Agreement ¶ 13(f).)

3. Release by the Settlement Class

In exchange for the Class Settlement Amount, Plaintiffs and Participating Class Members will agree to release the Released Claims during the applicable Class Period:

For all Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of operative facts as those set forth in the operative complaints in the Actions that accrued during the Class Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the failure to reimburse for necessary business expenses; and (vii) all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the preceding claims ("Released Class Claims"); and

For all Wage Statement Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class Period, including all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 226 and 2698, et seq. based on the allegation that Defendant issued non-compliant wage statements ("Released Wage Statement Claims").

(Settlement Agreement ¶ 23.)

D. The Notice and Settlement Administration Processes Were Completed Pursuant to the Court's Order

As authorized by the Court's Order preliminarily approving the Settlement Agreement, the Parties engaged ILYM to provide settlement administration services. (Hernandez Decl. ¶ 2.) ILYM's duties have, and if the Court enters the final approval order, will include: (1) printing and mailing the Notice of Class Action Settlement ("Notice"); (2) receiving and processing undeliverable Notices and locating updated addresses for Class Members; (3) receiving and validating Requests for Exclusion; (4) calculating and distributing the Class Settlement Amount; (5) tax reporting; (6) providing necessary

1 reports and declarations; and (7) performing such other tasks as set forth in the Settlement Agreement or
2 as the Parties mutually agree or that the Court orders. (*Id.*)

3 On June 21, 2019, ILYM received the Class Notice prepared jointly by Plaintiffs' Counsel and
4 counsel for Defendants and approved by the Court. (Hernandez Decl. ¶ 3.) The Class Notice
5 summarized the Settlement's principal terms, provided Class Members with an estimate of how much
6 they would be paid if the Settlement received final approval, and advised Class Members about how to
7 opt out of the Settlement and how to object. (*Id.*)

8 Separately, counsel for Defendants provided ILYM with a mailing list (the "Class List"), which
9 included each Class Member's full name, last known address, Social Security Numbers, and information
10 necessary to calculate payments. (Hernandez Decl. ¶ 3.) The mailing addresses contained in the Class
11 List were processed and updated using the National Change of Address Database maintained by the U.S.
12 Postal Service. (*Id.* at ¶ 4.) On September 9, 2019, ILYM mailed Class Notices to Class Members via
13 First-Class U.S. mail. (*Id.*) Class Members were given 45 days to opt out or object to the Settlement.
14 Plaintiffs are pleased to report that, to date, only two individuals have opted out of the Settlement Class
15 and no Class Members objected to the Settlement. (*Id.* at ¶¶ 6-7.)

16 **III. ARGUMENT**

17 **A. The Court Should Grant Final Approval of the Proposed Class Action Settlement.**

18 **1. Courts Review Class Action Settlements to Ensure that the Terms Are** 19 **Fair, Adequate, and Reasonable**

20 "Public policy generally favors the compromise of complex class action litigation." *Cellphone*
21 *Termination Fee Cases*, 180 Cal. App. 4th 1110, 1118 (2009), *see also 7-Eleven Owners for Fair*
22 *Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1151 (2000) ("voluntary conciliation and
23 settlement are the preferred means of dispute resolution . . . [t]his is especially true in complex class
24 action litigation . . .").

25 Class action settlement approval occurs in two steps: (1) an early (preliminary) review by the
26 trial court, and (2) a subsequent (final) review after notice has been distributed to Class Members for
27 their comments and/or objections. Cal. R. Ct. 3.769. The Court granted preliminary approval on June 18,
28 2019. Plaintiffs now seek final approval.

1 “[T]he trial court has broad powers to determine whether a proposed settlement in a class action
2 is fair.” *Mallick v. Super. Ct.*, 89 Cal. App. 3d 434, 438 (1979). Fairness is presumed when: (1) the
3 settlement is reached through arm’s-length bargaining, (2) investigation and discovery are sufficient to
4 allow counsel and the court to act intelligently, (3) counsel is experienced in similar litigation, and (4) the
5 percentage of objectors is low. *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1802 (1996); *see also*
6 *Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 581 (2010). “Where the settlement terms are fair and
7 reasonable, the settlement is presumptively valid, subject only to objections that may be raised at a final
8 hearing.” Conte & Newberg, *Newberg on Class Actions* § 11.26 (4th ed. 2002) (Newberg).

9 By granting preliminary approval, this Court has already determined that the Settlement
10 Agreement is fair and reasonable, subject to objections. With no objections to the Settlement, the Court’s
11 preliminary assessment has been separately endorsed by the Settlement Class. Accordingly, this Court
12 should grant final approval.

13 **2. Plaintiffs’ Counsel Conducted a Thorough Investigation of the Factual and**
14 **Legal Issues and Were Thus Able to Objectively Assess the Settlement’s**
15 **Reasonableness**

16 Plaintiffs’ Counsel’s evaluation of the settlement terms was informed by several factors,
17 including their analysis of the considerable discovery that had been conducted. At the outset of the
18 litigation, Plaintiffs provided Plaintiffs’ Counsel with detailed narratives of their experiences working for
19 Defendants, and the circumstances that gave rise to the alleged Labor Code violations. Plaintiffs were
20 able to share with Plaintiffs’ Counsel their intimate understanding of Defendants’ policies and practices,
21 and how these policies and practices were instituted on a daily basis. In addition to informing Plaintiffs’
22 Counsel’s initial evaluation of the lawsuit, the information that Plaintiffs provided also influenced
23 Plaintiffs’ Counsel’s formal discovery efforts, including written discovery. (Perez Decl. ¶ 8; Hawkins
24 Decl. ¶ 5.)

25 Plaintiffs’ written discovery requests led to the production of considerable evidence, including
26 the policies and practices directly at issue, as well as those policies and procedures that potentially
27 affected Defendants’ ability to comply with the Labor Code. Plaintiffs’ Counsel analyzed over 2,800
28 pages of documents that were produced by Defendants, including time and wage records. Based on their

1 review of discovery produced by Defendants, Plaintiffs' Counsel were able to persuasively pinpoint the
2 problematic policies and procedures that would ultimately have formed the backbone of the motion for
3 class certification. These documents also enabled Plaintiffs' Counsel to determine Defendants' potential
4 exposure for damages and penalties. (Perez Decl. ¶ 9; Hawkins Decl. ¶ 6.)

5 In summary, Plaintiffs' Counsel performed a searching investigation into the claims at issue,
6 which included: (1) determining Plaintiffs' suitability as putative representatives through interviews,
7 background investigations, and analyses of their employment files and related records; (2) evaluating all
8 of Plaintiffs' potential representative claims; (3) researching similar wage and hour class actions as to the
9 claims brought, the nature of the positions, and the type of employer; (4) analyzing a time and wage
10 records; (5) researching settlements in similar cases; (6) evaluating Plaintiffs' claims and estimating
11 Defendants' liability for purposes of settlement; (7) drafting the mediation brief; and (8) participating in
12 the mediation. (Perez Decl. ¶ 10; Hawkins Decl. ¶ 7.)

13 By engaging in such a thorough investigation and evaluation of Plaintiffs' claims, Plaintiffs'
14 Counsel can opine that the Settlement, for the consideration and on the terms set forth in the Settlement
15 Agreement, is fair, reasonable, an adequate, and is in the best interests of Class Members in light of all
16 known facts and circumstances, including the risk of significant delay and uncertainty associated with
17 litigation, various defenses asserted by Defendants. (Perez Decl. ¶ 11; Hawkins Decl. ¶ 13.)

18 **3. The Settlement Was Reached Through Arm's-Length Bargaining in**
19 **Which All Parties Were Represented by Experienced Counsel**

20 "[W]hat transpires in settlement negotiations is highly relevant to the assessment of a proposed
21 settlement's fairness." *State v. Levi Strauss & Co.*, 41 Cal. 3d 460, 482 (1986). Courts presume the
22 absence of fraud or collusion in the negotiation of a settlement, unless evidence to the contrary is offered;
23 thus, there is a presumption that settlement negotiations are conducted in good faith. Newberg, § 11.51.

24 As explained above, the Parties participated in a mediation with Jeffrey A. Ross, Esq., an
25 experienced mediator of wage and hour class actions, who helped manage the Parties' expectations and
26 provided a useful, neutral analysis of the issues and risks to both sides. *See In re Bluetooth Headset Prod.*
27 *Liab. Litig.*, 654 F.3d 935, 948 (9th Cir. 2011) (the presence of a neutral mediator is a factor weighing in
28 favor of finding of no collusion); *In re Apple Computer, Inc. Derivative Litig.*, No. C 06-4128 JF (HRL),

2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator’s participation weighs considerably against any inference of a collusive settlement); *D’Amato v. Deutsche Bank*, 236 F.3d 78, 85 (2d Cir. 2001) (a “mediator’s involvement in pre-certification settlement negotiations helps to ensure that the proceedings were free of collusion and undue pressure.”); *Villegas v. J.P. Morgan Chase & Co.*, No. 09–00261, 2012 WL 5878390, at *6 (N.D. Cal. Nov.21, 2012) (participation in mediation “tends to support the conclusion that the settlement process was not collusive”); *Ogbuehi v. Comcast of California/Colorado/Fla./Oregon, Inc.*, 303 F.R.D. 337, 350 (E.D. Cal. 2014) (participation in mediation “tends to support the conclusion that the settlement process was not collusive”). Mr. Moscovitch guided the Parties’ negotiations that resulted in this Settlement. At all times, the Parties’ negotiations were adversarial and non-collusive.

The Parties were represented by experienced class action counsel throughout the negotiations resulting in this Settlement. Plaintiffs are represented by Capstone Law APC and James Hawkins APLC. Plaintiffs’ Counsel employ seasoned class action attorneys who regularly litigate wage and hour claims through certification and on the merits, and have considerable experience settling wage and hour class actions. (Perez Decl. ¶¶ 12-14, Ex. 1; Hawkins Decl. ¶¶ 8, 13.)

Defendants are represented by Zuber Lawler & Del Duca LLP, a respected defense firm.

4. The Proposed Settlement Is Reasonable Given the Strengths of Plaintiffs’ Claims and the Risks and Expense of Continued Litigation

During Plaintiffs’ Counsel’s investigation, Defendants produced Class Member data which formed the basis of Plaintiffs’ Counsel’s valuation of Defendants’ maximum theoretical exposure for the claims at issue.⁴

Summary of Defendants’ Maximum Potential Exposure	
Minimum Wage Claim	\$6,825.00
Business Expense Reimbursement Claim	\$1,251.25
Meal & Rest Period Claims	\$2,486,900.00
Waiting-Time Penalties	\$396,240.00
Wage Statement Penalties	\$328,400.00
PAGA Penalties	\$2,500,000.00

⁴ To avoid unnecessary repetition, see Memorandum of Points and Authorities in Support of Motion for Preliminary Approval of Class Action Settlement for an expanded analysis.

Summary of Defendants' Maximum Potential Exposure	
Total	\$5,719,616.25

Plaintiffs' Counsel determined an appropriate range of recovery for settlement purposes by offsetting Defendants' maximum theoretical exposure by: (i) the strength of Defendants' affirmative defenses; (ii) the risk of certification being denied; (iii) the risk of the Court finding that a PAGA trial would be unmanageable;⁵ (iii) the risk of losing on any of a number of dispositive motions that could have been brought between certification and trial (e.g., motions to decertify the class, and/or motions for summary judgment) which may have eliminated all or some of Plaintiffs' claims, or barred evidence necessary to prove such claims; (iv) the risk of losing at trial or prevailing on only some of the claims; (vi) the chances of the Court exercising its discretion to reduce PAGA penalties (see Lab. Code section 2699(e)); (vi) the chances of a favorable verdict being reversed on appeal; and (viii) the difficulties attendant to collecting on a judgment (collectively, the "Discount Factors").

Taking into account the Discount Factors, and the risks of continued litigation, Plaintiffs determined that a settlement of approximately one-third of Defendant's maximum potential exposure for class and PAGA claims was fair and reasonable. *See, e.g., In re Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231, 256-58 (D. Del. 2002) (recognizing that a reasonable settlement amount can be 1.6% to 14% of the total estimated damages); *In Re Armored Car Antitrust Litig.*, 472 F. Supp. 1357, 1373 (N.D. Ga. 1979) (settlements with a value of 1% to 8% of the estimated total damages were approved); *In Re Four Seasons Secs. Laws Litig.*, 58 F.R.D. 19, 37 (W.D. Okla.1972) (approving 8% of damages); *Balderas v. Massage Envy Franchising, LLP*, 2014 WL 3610945, at *5 (N.D. Cal. July 21, 2014) (finding that settlement which

⁵ Although Plaintiffs maintain that such a trial would be manageable, they are aware of the risks, as illustrated by the following cases: *See, e.g., Ortiz v. CVS Caremark Corp.*, No. C-12-05859 EDL, 2014 WL 1117614, at *4 (N.D. Cal. Mar. 19, 2014) ("[T]he Court finds that the PAGA claim in this case is unmanageable. In reaching this decision, the Court does not conclude that PAGA claims are unmanageable in general, but only that the circumstances of this case make the PAGA claim here unmanageable because a multitude of individualized assessments would be necessary"), *Brown v. Am. Airlines, Inc.*, No. CV 10-8431-AG (PJWx), 2015 WL 6735217, at *1 (C.D. Cal. Oct. 5, 2015) ("The Court finds manageability issues exist regarding PAGA overtime claims here. There appears to be too many individualized assessments to determine PAGA violations concerning overtime pay."), *Bowers v. First Student, Inc.*, No. 2:14-CV-8866-ODW (Ex), 2015 WL 1862914, at *4 (C.D. Cal. April 23, 2015) ("A PAGA claim can be considered unmanageable when a multitude of individualized assessments would be necessary"); *Litty v. Merrill Lynch & Co., Inc.*, No. CV 14-0425 PA (PJWx), 2014 WL 5904904, at *3 (C.D. Cal. Nov. 10, 2014) ("The circumstances of this case make the PAGA claim unmanageable because a multitude of individualized assessments would be necessary").

1 amounted to 8% of maximum recovery “[fell] within the range of possible initial approval based on the
2 strength of plaintiff’s case and the risk and expense of continued litigation.”); *In re Omnivision Techs., Inc.*, 559
3 F. Supp. 2d 1036, 1042 (N.D. Cal. 2008) (approving settlement of 6% to 8% of estimated damages).

4 **5. The Settlement Class Has Responded Positively to the Settlement**

5 In evaluating the fairness of a Settlement, the “absence of a large number of objections to a
6 proposed class action settlement raises a strong presumption that the terms of a proposed class settlement
7 action are favorable to the class members.” *National Rural Tele. Coop. v. DIRECTV, Inc.*, 221 F.R.D.
8 523, 529 (C.D. Cal. 2004). Here, only two individuals opted out of the Settlement Class and not a single
9 Class Member objected to the Settlement. (Hernandez Decl. ¶¶ 6-7.) The Class’s response is
10 “overwhelmingly positive,” supporting approval of the Settlement. *See 7-Eleven Owners for Fair*
11 *Franchising*, 85 Cal. App. 4th at 1152-53 (finding support for the settlement where 80 out of 5,454 class
12 members elected to opt out and nine class members objected); *Chun-Hoon v. McKee Foods Corp.*, 716
13 F. Supp. 2d 848, 852 (N.D. Cal. 2010) (finding 0 objections and 16 opt-outs out of 329 class members
14 [4.86%] “strongly support[] settlement”); *Garner v. State Farm Mut. Auto. Ins. Co.*, No. CV 08 1365
15 CW EMC, 2010 WL 1687832, at *15 (N.D. Cal. Apr. 22, 2010) (finding an opt-out rate of 0.4%
16 supported settlement). In other words, “[t]he fact that the overwhelming majority of the class willingly
17 approved the offer and stayed in the class presents at least some objective positive commentary as to its
18 fairness.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998).

19 The average settlement payment from the Net Settlement Amount is approximately \$2,365 and
20 the highest is approximately \$6,280. (Hernandez Decl. ¶ 10.) This average net recovery is significantly
21 higher than many wage and hour class action settlements approved by California state and federal courts.
22 *See, e.g., Badami v. Grassroots Campaigns, Inc.*, Case No. C 07-03465 JSW (N.D. Cal. Sept. 15, 2008)
23 (average net recovery of approximately \$195); *Sandoval v. Nissho of Cal., Inc.*, Case No. 37-2009-
24 00091861 (San Diego County Super. Ct.) (average net recovery of approximately \$145); *Fukuchi v.*
25 *Pizza Hut*, Case No. BC302589 (L.A. County Super. Ct.) (average net recovery of approximately \$120);
26 *Contreras v. United Food Group, LLC*, Case No. BC389253 (L.A. County Super. Ct.) (average net
27 recovery of approximately \$120); *Ressler v. Federated Department Stores, Inc.*, Case No. BC335018
28 (L.A. County Super. Ct.) (average net recovery of approximately \$90); *Doty v. Costco Wholesale Corp.*,

Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average net recovery of approximately \$65); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal.) (average net recovery of approximately \$60); *Lim v. Victoria's Secret Stores, Inc.*, Case No. 04CC00213 (Orange County Super. Ct.) (average net recovery of approximately \$35); and *Gomez v. Amadeus Salon, Inc.*, Case No. BC392297 (L.A. Super. Ct.) (average net recovery of approximately \$20).

B. The Court Should Approve the Parties' PAGA Settlement

A \$50,000 settlement of their PAGA claim is fair and reasonable in light of the risks of continued litigation, as highlighted by the California Court of Appeal's recent decision in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018) (awarding only 0.2% of maximum penalties as to do otherwise would be "unjust, arbitrary and oppressive, or confiscatory.") In *Carrington*, during the penalty phase of trial, the plaintiff requested PAGA penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—or 0.21% of the maximum—and stated this reduction was warranted because imposing the maximum penalty would be "unjust, arbitrary, and oppressive" based on Starbucks's "good faith attempts" to comply with meal period obligations and because the court found the violations were minimal. *Starbucks*, 30 Cal. App. 5th at 517. The Court of Appeal affirmed the lower court's reduced award of a \$150,000 penalty under PAGA. *Id.* at 529.

Likewise, in *Cotter v. Lyft, Inc.*, 193 F.Supp.3d 1030 (N.D. Cal. 2016), the Court found that a \$1 million PAGA settlement was fair and reasonable in light of the unsettled nature of the law, resulting in a \$2.52 per pay period award to the aggrieved employees (there were 397,110 pay periods in a \$1 million PAGA settlement, resulting in a 97.5% reduction from the maximum). In *Fleming v. Covidien*, ED CV 10-01487 RGK (OPx), 2011 WL 7563047 (C.D. Cal. 2011), the Court reduced the potential penalties by over 82%, awarding \$500,000 for 28,742 pay periods at issue, or approximately \$17.40 per pay period. *See also, e.g., Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction under specified PAGA claim where the employer produced evidence that it took its obligations seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May 12, 2011) (reversing trial court decision denying any civil penalties where violations had been proven, remanding for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17

(N.D. Cal. June 15, 2012) (denying PAGA penalties for violation of California Labor Code § 226 as redundant with recovery on a class basis pursuant to California Labor Code § 226, directly); *Covidien*, 2011 WL 7563047 at *4 (reducing PAGA penalties from \$2.8 million to \$500,000.00); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations from \$1.8 million to \$500,000.00, after rejecting numerous other PAGA claims).

Plaintiffs therefore determined an appropriate range of settlement for PAGA penalties as a percentage of the settlement range that was consistent with other hybrid class/PAGA settlements approved by California courts. See *Dearaujo v. Regis Corp.*, No. 2:14-cv-01408-KJM-AC (E.D. Cal. June 29, 2016), 2016 WL 3549473 at *3 (preliminarily approving \$1.95 million settlement containing \$10,000 PAGA penalties with \$7,500 paid to LWDA); *Garcia v. Gordon Trucking, Inc.*, No. 1:10-CV-0324 AWI SKO, 2012 WL 5364575 at *7 (E.D. Cal. Oct. 31, 2012) (approving \$3.9 million settlement containing \$10,000 PAGA penalties with \$7,500 paid to LWDA); *Chu v. Wells Fargo Invst., LLC*, No. C 05-4526 MHP (N.D. Cal Feb. 16, 2011), 2011 WL 672645 at *1 (approving \$6.9 million settlement containing \$10,000 PAGA penalties with \$7,500 paid to LWDA); *Guerrero v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196 (Riverside County Super. Ct. July 16, 2013; Judge Matthew C. Perantoni) (gross settlement fund of \$1,100,000, of which \$3,000 (or 0.3%) was allocated to the settlement of PAGA penalties); *Parra v. Aero Port Services, Inc.*, No. BC483451 (L.A. County Super. Ct. April 20, 2015; Judge Jane Johnson) (gross settlement fund of approximately \$1,458,900, of which \$5,000 (or 0.3%) was allocated to the settlement of PAGA penalties); *Thompson v. Smart & Final, Inc.*, No. BC497198 (L.A. County Super. Ct. Nov. 18, 2014; Judge William F. Highberger) (gross settlement fund of \$3,095,000, of which approximately \$13,333 (or 0.4%) was allocated to the settlement of PAGA penalties); *Chavez v. Vallarta Food Enterprises, Inc.*, No. BC490630 (L.A. County Super. Ct. Nov. 10, 2014; Judge William F. Highberger) (gross settlement fund of \$1,545,900, of which \$10,000 (or 0.6%) was allocated to the settlement of PAGA penalties); *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (L.A. County Super. Ct. Oct. 3, 2013; Judge Kenneth R. Freeman) (gross settlement fund of \$1,535,000, of which \$1,000 (or 0.1%) was allocated to the settlement of PAGA penalties).

Where PAGA penalties are negotiated in good faith and “there is no indication that [the] amount

1 was the result of self-interest at the expense of other Class Members,” such amounts are generally
2 considered reasonable. *Hopson v. Hanesbrands Inc.*, Case No. 08-00844, 2009 U.S. Dist. LEXIS 33900,
3 at *24 (N.D. Cal. Apr. 3, 2009); *see, e.g., Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 579 (2010)
4 (“[T]rial court did not abuse its discretion in approving a settlement which does not allocate any damages
5 to the PAGA claims.”).

6 **C. The Requested Payment to the Settlement Administrator Is Reasonable and**
7 **Should Receive Final Approval**

8 Plaintiffs request final approval of settlement administration costs in the amount of \$15,000.
9 (Hernandez Decl. ¶ 11.) ILYM has promptly and properly distributed the Class Notice to all Class
10 Members and completed its duties in accordance with the settlement terms and the Court’s preliminary
11 approval Order. (*See generally* Hernandez Decl.) Accordingly, the \$15,000 payment is fair and
12 reasonable and should be accorded final approval along with the rest of the Settlement terms.

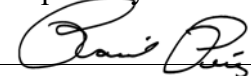
13 **IV. CONCLUSION**

14 The Parties have negotiated a fair Settlement of the wage and hour claims that likely would not
15 have been brought, let alone successfully resolved, but for the effort and resolve of the Plaintiffs and
16 theirher counsel. The Class Members’ positive response indicates that the Settlement is fair and
17 reasonable. Accordingly, Plaintiffs respectfully request that this Court grant final approval of the
18 Settlement Agreement and enter judgment.

19
20 Dated: October 25, 2019

Respectfully submitted,

21 By: _____



22 Raul Perez
23 Robert Drexler
24 Molly DeSario
25 Jonathan Lee
26 **CAPSTONE LAW APC**

27 James R. Hawkins
28 **JAMES HAWKINS APLC**

Attorneys for Plaintiffs Robert Onofre and Miguel
Zaldivar

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles. I declare that I am over the age of eighteen
4 (18) and not a party to this action. My business address is: Capstone Law APC, 1875 Century
5 Park East, Suite 1000, Los Angeles, California 90067.

6 On October 25, 2017, I served the within document(s) described below as:

7 **NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF**
8 **CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND**
9 **AUTHORITIES IN SUPPORT**

10 on the interested parties in this action by placing true copies thereon enclosed in sealed envelopes
11 addressed as follows:

11 Arthur J. McKeon, III
12 Rebecca J. Smith
13 Freeman Mathis & Gary, LLP
14 550 S. Hope Street, 22nd Floor
15 Los Angeles, California 90071
16 *mreeder@fmglaw.com*

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15 James R. Hawkins
16 Gregory Mauro
17 JAMES HAWKINS APLC
18 9880 Research Drive, Suite 800
19 Irvine, CA 92618

- 20 () **MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelopes
21 were mailed with postage thereon fully prepaid.
22 () **PERSONAL:** I caused such envelope to be delivered by hand to the individuals at the
23 address listed above via a messenger service (Prolegal).
24 () **OVERNIGHT COURIER:** I caused the above-referenced document(s) to be delivered
25 via overnight courier service (FedEx) to the individuals at the address listed above.
26 (X) **ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via
27 One Legal eService to the individuals listed above, as they exist on that database. This
28 will constitute service of the document(s).
() **FACSIMILE:** I caused the above-referenced document(s) to be transmitted to the above-
named person at the telephone numbers above.
(X) **(STATE)** I declare under penalty of perjury under the laws of the State of California that
the above is true and correct.

EXECUTED this document on October 25, 2017, at Los Angeles, California.



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Attorneys for Plaintiff Robert Onofre

Additional counsel listed on next page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ROBERT ONOFRE, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL, a
California corporation; PHR MANAGEMENT,
INC., a California corporation; KEN REAL
ESTATE LEASE LTD., a business entity of
unknown form; and DOES 1 through 10,
inclusive,

Defendants.

MIGUEL ZALDIVAR AVILA, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL,
business form unknown; TSUBAKI HOTEL
COLLECTION, business form unknown, and
DOES 1-50, inclusive,

Defendants.

Case No.: 30-2016-00861544-CU-OE-CXC

**NOTICE OF MOTION AND MOTION FOR
ATTORNEYS' FEES, COSTS AND
EXPENSES, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS; MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT**

Date: November 21, 2019

Time: 2:00 p.m.

Place: Department CX102

1 James R. Hawkins (SBN 192925)
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1 **TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on November 21, 2019 at 2:00 p.m., or as soon thereafter as
3 counsel may be heard, in Department CX102 of the above-captioned court, located at 751 W Santa Ana
4 Blvd, Santa Ana, CA 92701, the Honorable Peter Wilson presiding, Plaintiffs Robert Onofre and Miguel
5 Zaldivar will, and hereby do, move this Court to award \$616,667 in attorneys' fees and \$36,000 in
6 litigation costs and expenses. Plaintiffs also move for Class Representative Enhancement Payments for
7 their services on behalf of the Settlement Class and for their general release of all claims they may have
8 against Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate
9 Lease Ltd., arising out of their employment.

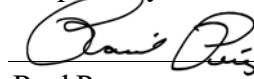
10 This Motion should be granted because: (1) no action would likely have been taken by Class
11 Members individually, and no compensation would have been recovered for them, but for Plaintiffs'
12 service on their behalf; (2) the requested attorneys' fees and costs are fair and reasonable under
13 California law based on the work performed and the results obtained for the class; (3) California public
14 policy recognizes that attracting competent counsel to litigate cases on behalf of clients unable to pay
15 hourly fees requires attorney fee awards commensurate with such risks; and (4) the Class' response
16 confirms that the requested attorneys' fees and costs/expenses and Class Representative Enhancement
17 Payments should be approved.

18 This Motion is based upon: (1) this Notice of Motion and Motion; (2) the Memorandum of
19 Points and Authorities in Support of the Motion for Attorneys' Fees, Costs and Expenses, and Class
20 Representative Enhancement Payments; (3) the concurrently filed the concurrently filed Motion for Final
21 Approval of Class Action Settlement; (4) the Declaration of Raul Perez; (5) the Declaration of James
22 Hawkins; (6) the Declaration of Robert Onofre; (7) the Declaration of Miguel Zaldivar; (8) the
23 Declaration of Nathalie Hernandez on behalf of ILYM Group, Inc., the settlement administrator; (9) the
24 [Proposed] Order Granting Final Approval of Class Action Settlement; (10) the [Proposed] Judgment;
25 (11) the records, pleadings, and papers filed in this action; and (12) upon such other documentary and/or
26 oral evidence as may be presented to the Court at the hearing.

1 Dated: October 25, 2019

Respectfully submitted,

2 By:



Raul Perez

Robert Drexler

Molly DeSario

Jonathan Lee

CAPSTONE LAW APC

James R. Hawkins

JAMES HAWKINS APLC

Attorneys for Plaintiffs Robert Onofre and Miguel
Zaldivar

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19	Cal. Lab. Code § 1194(a).....	18
20	Cal. Lab. Code § 2698 <i>et seq.</i> (Priv. Atty's. Gen. Act (PAGA)).....	18
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22	SECONDARY AUTHORITIES	
23	Eisenberg & Miller, <i>Attorney Fees in Class Action Settlements: An Empirical Study</i> , J. of	
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27	John Leubsdorf, <i>The Contingency Factor in Attorney Fee Awards</i> , 90 Yale L.J. 473	
28	(1981)	15

1	Richard A. Posner, <i>Economic Analysis of Law</i> (4th ed. 1992).....	15
2	William Rubenstein, <i>Newberg on Class Actions</i> (4th ed. 2002)	19
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiffs Robert Onofre and Miguel Zaldivar move for attorneys' fees in the amount of approximately 30%¹ of the \$2,082,730.88² non-reversionary settlement fund, or \$616,667,³ and litigation costs and expenses of \$36,000. The requested award of attorneys' fees is reasonable and consistent with the prevailing California practice of awarding attorneys' fees in the amount of 30-33% of the settlement fund. California policy strongly favors use of the percentage method of calculating fees for class action settlements, as it "distributes the cost of hiring an attorney among all the parties benefited," namely, Class Members. *Laffitte v. Robert Half Internat. Inc.*, 1 Cal. 5th 480, 489 (2016) ("*Laffitte II*"). The percentage method also incentivizes competent counsel to achieve the best results as efficiently as possible by giving them a stake in the outcome, rather than incentivizing counsel to drive up hours through protracted litigation. Furthermore, because none of the Class Members have paid fees to Plaintiffs' Counsel for their effort during the litigation, equity dictates that they pay a fair and reasonable fee for the valuable benefits obtained—not less than if they had hired private counsel to litigate their cases individually.

Plaintiffs also move for Class Representative Enhancement Payments of 7,500, each, for their service on behalf of the Settlement Class and for agreeing to broader releases than those required of other Class Members.

Accordingly, this Motion and the concurrently filed Motion for Final Approval of Class Action

¹ Although Plaintiffs' fee request originally amounted to one-third of the Class Settlement Amount, due to the proportional increase (see fn. 2), Plaintiffs' fee request is now equal to 30% of the Class Settlement Amount.

² Paragraph 46 of the Settlement provides: "The Class Settlement Amount was calculated with, and is premised on, the understanding that there are approximately Three Hundred and Fifty (350) Class Members eligible to participate in the Settlement. If the number of Class Members stated in this paragraph increases by more than ten percent (10%), then the Net Settlement Amount will be increased by the same proportion." Because the number of Class Members increased to 458 as of the date of Preliminary Approval, the Net Settlement Amount (originally estimated at \$1,115,833) was increased by approximately 20.86%, or by \$232,730.88. This adjustment is accordingly reflected in both the Net Settlement Amount (\$1,115,833.00 + \$232,730.88 = \$1,348,563.88) and Class Settlement Amount (\$1,850,000.00 + \$232,730.88 = \$2,082,730.88). All other payments, such as for attorneys' fees, have remained the same.

³ Pursuant to Paragraph 31 of the Joint Stipulation of Class Action Settlement and Release: "Class Counsel will divide any fee award as follows: Sixty-Five Percent (65%) to Capstone Law APC and Thirty-Five Percent (35%) to James [R]. Hawkins, APLC."

Settlement⁴ should be granted in their entirety.

II. ARGUMENT

A. The Court Should Award the Requested Attorneys' Fees in the Amount of Thirty Percent of the Class Settlement Amount

1. The Requested Attorneys' Fees Are Reasonable Under the Common-Fund Doctrine

Plaintiffs move for an award of attorneys' fees in the amount of \$616,667, or approximately thirty percent of the gross settlement fund. This request for attorneys' fees is supported by California law under the common fund doctrine. The common fund doctrine is applicable where, as here, attorneys have been instrumental in creating a settlement fund that benefits all class members. *See Laffitte II*, 1 Cal. 5th at 503 ("We join the overwhelming majority of . . . courts in holding that when class action litigation establishes a monetary fund for the benefit of the class members . . . the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created.").

In *Laffitte II*, a unanimous California Supreme Court encouraged California courts to exercise their discretion to use the common fund—or "percentage method"—to calculate fees when a discrete fund is created for the benefit of a large group of beneficiaries. *Laffitte II*, 1 Cal. 5th at 503. *Laffitte II* explained that the percentage method has "recognized advantages" over the lodestar-multiplier method, "including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation." *Id.*

By awarding counsel a percentage of the total recovery, rather than fees based on hours worked, the common fund method encourages attorneys to efficiently litigate to achieve the best results possible for the class. *See id.* at 492-494. Indeed, "the percentage method is generally favored in common fund cases because it allows courts to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure." *Id.* at 493 (quoting *In re Rite Aid Corp. Securities Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) (internal quotations omitted)).

⁴ Plaintiffs separately address the Settlement's terms generally in the concurrently filed Memorandum of Points and Authorities in Support of Final Approval.

Moreover, the percentage method fairly “distributes the cost of hiring an attorney among all the parties benefited[.]” *Laffitte II*, 1 Cal. 5th. at 489. The common fund doctrine “rests squarely on the principle of avoiding unjust enrichment . . . attorney fees awarded under this doctrine are not assessed directly against the losing party (fee shifting), but come out of the fund established by the litigation, so that the beneficiaries of the litigation . . . bear this cost (fee spreading).” *Lealao v. Beneficial Cal. Inc.*, 82 Cal. App. 4th 19, 27 (2000). Thus, the common fund method is considered more equitable because it focuses on the total benefit conferred on the class resulting from the efforts of counsel. *Id.* at 48.

In light of the advantages of the common fund method, the California Supreme Court in *Laffitte II* conclusively held that, when the Settlement Agreement creates a non-reversionary fund, the trial court may calculate attorneys’ fees as a percentage of the common fund.

2. California State and Federal Courts Routinely Award the Requested Percentage in Attorneys’ Fees

California state and federal courts routinely award attorneys’ fees equaling 30-33% of the common fund. *See, e.g. Laffitte v. Robert Half Internat. Inc.*, 231 Cal. App. 4th 860, 871 (2016) (“33 1/3 percent of the common fund is consistent with, and in the range of, awards in other class action lawsuits”); *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66 n.11 (2008) (“empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery”); Eisenberg & Miller, *Attorney Fees in Class Action Settlements: An Empirical Study*, J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35 (independent studies of class action litigation nationwide conclude that fees representing one-third of the total recovery is consistent with market rates). Notably, the California Supreme Court in *Laffitte II* affirmed a fee award representing one-third of the fund. *See Laffitte II*, 1 Cal. 5th at 506.

A fee award in the amount of 30-33% of the common fund is also reasonable because it best reflects the market rate for contingency fees. *See Lealao*, 82 Cal. App. 4th at 47 (“attorneys providing the essential enforcement services must be provided incentives roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace. . .”). Fees representing 30-33% of the recovery reflect the rate negotiated in “typical contingency fee agreements [which] provide that class counsel will recover 33% if the case is resolved before trial and 40% if the case is tried.” *Fernandez v.*

1 *Victoria Secret Stores, LLC*, No. CV 06-04149 MMM SHX, 2008 WL 8150856, at *16 (C.D. Cal. July
2 21, 2008) (citing an academic study collecting contingency fee agreements and finding that a fee award
3 constituting 34% of the fund is reasonable on that basis). Because the negotiated fee structure mimics the
4 marketplace, it is reasonable and should be approved.

5 Furthermore, courts have recognized that the negotiated fee is the best indication of the market
6 price for fees. In a common fund case, the object “is to give the lawyer what he would have gotten in the
7 way of a fee in an arm’s-length negotiation, had one been feasible.” *Matter of Cont’l Illinois Sec. Litig.*,
8 962 F.2d 566, 572 (7th Cir. 1992), as amended on denial of reh’g (May 22, 1992). In *Matter of Cont’l*
9 *Illinois Sec. Litig.*, Judge Posner reasoned that the negotiated fee reflects a market-based price because it
10 encompasses both parties’ best estimate and view as to the value of the legal services and what the court
11 might have awarded if the matter had been litigated. *Id.* For this reason, courts generally defer to the
12 parties regarding the reasonableness of the negotiated attorneys’ fees. Indeed, because “the parties are
13 compromising to avoid litigation,” the court “**need not inquire into the reasonableness of the fees at**
14 **even the high end** with precisely the same level of scrutiny as when the fee amount is litigated.”
15 *Laguna v. Coverall No. Am.*, 753 F.3d 918, 922 (9th Cir. 2014) (internal quotations omitted; emphasis
16 added). Stated differently, while the Court must conduct an independent inquiry into the reasonableness
17 of fee request, it should give substantial weight the Parties’ agreement on fees, which is the product of
18 negotiations in the legal marketplace.

19 For the foregoing reasons, the amount of negotiated fees here—thirty percent of the overall
20 settlement value—is reasonable.

21 **B. The Reasonableness of the Percentage-Based Fee Award Is Supported by Other**
22 **Factors**

23 In considering the reasonableness of the fees requested under the percentage method, California
24 courts may also consider the following factors: (1) the results achieved on behalf of the Class; (2) the
25 response of the Class to the settlement, including a lack of objections to the settlement terms, and
26 particularly to the fee award; (3) counsel’s preclusion from taking other work and the contingent nature
27 of the fee award; and (4) counsel’s experience, reputation, and ability. *See Laffitte II*, 1 Cal. 5th at 504-05
28 (holding that the court may consider various factors in determining the reasonableness of the fees); *see*

also, *Ketchum v. Moses*, 24 Cal. 4th 1122, 1132 (2001) (applying these factors in considering a fee award under the lodestar-multiplier method).

1. The Requested Attorneys' Fees Are Supported by the Results Achieved on Behalf of the Settlement Class.

Courts may assess the reasonableness of the percentage-based award by examining the results achieved on behalf of the Class. As set forth more fully in the accompanying Memorandum of Points and Authorities in Support of the Motion for Final Approval of Class Action Settlement, Plaintiffs' Counsel negotiated a total settlement valued at \$2,082,730.88 despite significant obstacles. As a result of Plaintiffs' Counsel's efforts, Class Members stand to receive an average payment of approximately \$2,365, and a highest payment of approximately \$6,280. (Hernandez Decl. ¶ 10.)

By delivering this substantial benefit to class members, Plaintiffs' Counsel have achieved excellent results by any measure, but particularly in comparison to the typical recovery in a wage-and-hour action. *See, e.g., Badami v. Grassroots Campaigns, Inc.*, Case No. C 07-03465 JSW (N.D. Cal. Sept. 15, 2008) (average net recovery of approximately \$195); *Sandoval v. Nissho of Cal., Inc.*, Case No. 37-2009-00091861 (San Diego County Super. Ct. Dec. 3, 2010) (average net recovery of approximately \$145); *Fukuchi v. Pizza Hut*, Case No. BC302589 (L.A. County Super. Ct. Sept. 29, 2006) (average net recovery of approximately \$120); *Contreras v. United Food Group, LLC.*, Case No. BC389253 (L.A. County Super. Ct. Sept. 10, 2009) (average net recovery of approximately \$120); *Bercea v. AE Retail West*, Case No. 34-2012-00123947 (Sacramento County Super. Ct.) (average net recovery of approximately \$105); *Ressler v. Federated Department Stores, Inc.*, Case No. BC335018 (L.A. County Super. Ct. Jan. 27, 2009) (average net recovery of approximately \$90); *Palencia v. 99 Cents Only Stores*, Case No. 34-2010-00079619 (Sacramento County Super. Ct.) (average net recovery of approximately \$80); *Doty v. Costco Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average net recovery of approximately \$65); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (E.D. Cal. Dec. 17, 2008) (average net recovery of approximately \$60); *Lim v. Victoria's Secret Stores, Inc.*, Case No. 04CC00213 (Orange County Super. Ct. Jan. 20, 2006) (average net recovery of approximately \$35); and *Gomez v. Amadeus Salon, Inc.*, Case No. BC392297 (L.A. County Super. Ct. July 23, 2010) (average net recovery of approximately \$20).

1 Accordingly, the cumulative benefits achieved by the Settlement favor approval of the requested
2 fees.

3 **2. The Class’s Response Supports the Settlement and the Negotiated**
4 **Attorneys’ Fees**

5 That this Settlement represents an excellent recovery is substantiated by the Class’ response to
6 date—only two individuals opted out and not a single Class Member objected to the Settlement. *See*
7 *Hernandez Decl.* ¶¶ 6-7; *see also 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal.
8 App. 4th 1135, 1152-53 (2000) (a low number of objections is a strong indicator that a settlement is fair
9 and reasonable—“[a] mere 80 of the 5,454 national class members elected to opt out [(1.5% of the entire
10 Class)] and . . . [a] total of nine members . . . objected to the settlement.”).

11 **3. The Requested Attorneys’ Fees Are Supported by the Contingent Risk**
12 **Assumed by Plaintiffs’ Counsel**

13 The contingent risk that Plaintiffs’ Counsel assumed in prosecuting the action supports the
14 requested attorneys’ fees and costs. Plaintiffs’ Counsel took this case on a pure contingency basis, and
15 had no guarantee that they would receive any remuneration for the many hours they spent litigating the
16 Class’s claims, or for the out-of-pocket costs they reasonably incurred to date.

17 By undertaking representation of a large number of affected employees in wage and hour
18 actions, attorneys like Plaintiff’s Counsel inevitably must be prepared to make a significant investment of
19 time, energy, and resources. Courts have thus explained that a multiplier is needed because these kinds of
20 high-stakes, publicly-beneficial litigation are “fraught with uncertainty and even the most scrupulous
21 attorney will ‘win some and lose some.’” *Horsford v. Bd. of Trustees of California State Univ.*, 132 Cal.
22 App. 4th 359, 400 n. 11 (2005). Thus, “attorneys whose compensation depends on their winning the
23 case must make up in compensation in the cases they win for the lack of compensation in the cases they
24 lose.” *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002). *Vizcaino*, 290 F.3d at 1051.
25 Although they achieved a significant victory here, compensation is necessary to make up for cases where
26 Plaintiffs’ Counsel took on a meritorious case, litigated the case expertly, but did not recover attorneys’
27 fees, either because the defendant was insolvent or due to the pitfalls of litigation.

28 California courts and the Ninth Circuit recognize a need to reward plaintiffs’ counsel who accept

1 cases on a pure contingency basis. In *Ketchum v. Moses*, 24 Cal. 4th 1122 (2001), the California
2 Supreme Court instructed courts to upwardly adjust fee compensation to ensure that the fees account for
3 contingency risk:

4 A lawyer who both bears the risk of not being paid and provides legal services is
5 not receiving the fair market value of his work if he is paid only for the second of
6 these functions. If he is paid no more, competent counsel will be reluctant to
7 accept fee award cases.

8 *Ketchum*, 24 Cal. 4th at 1133.

9 Similarly, in *In re Washington Pub. Power Supply*, the Ninth Circuit underscored the importance
10 of rewarding attorneys who take cases on a contingency basis:

11 It is an established practice in the private legal market to reward attorneys for
12 taking the risk of non-payment by paying them a premium over their normal
13 hourly rates for winning contingency cases. See Richard Posner, *Economic*
14 *Analysis of Law* § 21.9, at 534-35 (3d ed. 1986). Contingent fees that may far
15 exceed the market value of the services if rendered on a non-contingent basis are
16 accepted in the legal profession as a legitimate way of assuring competent
17 representation for plaintiffs who could not afford to pay on an hourly basis
18 regardless whether they win or lose.

19 *In re Washington Pub. Power Supply Sys. Sec. Litig.*, 19 F.3d 1291, 1299 (9th Cir. 1994) (“in the
20 common fund context, attorneys whose compensation depends on their winning the case, must make up
21 in compensation in the cases they win for the lack of compensation in the cases they lose.”).

22 As reflected in *Ketchum* and *In re Washington*, attorneys accepting contingent fee cases should
23 be compensated in amounts greater than those earned by attorneys who bill and receive payment by the
24 hour. If a contingent-fee attorney were awarded fees at the same level as an hourly-fee attorney, it would
25 be economically irrational for any attorney to accept the risks of contingent-fee case.⁵ Without the

26 ⁵ See Richard A. Posner, *Economic Analysis of Law* (4th ed. 1992) pp. 534, 567 (“A contingent
27 fee must be higher than a fee for the same legal services paid as they are performed. The contingent fee
28 compensates the lawyer not only for the legal services he renders but for the loan of those services. The
implicit interest rate on such a loan is higher because the risk of default (the loss of the case, which
cancels the debt of the client to the lawyer) is much higher than that of conventional loans.”); John
Leubsdorf, *The Contingency Factor in Attorney Fee Awards*, 90 Yale L.J. 473, 480 (1981) (“A lawyer
who both bears the risk of not being paid and provides legal services is not receiving the fair market
value of his work if he is paid only for the second of these functions. If he is paid no more, competent
counsel will be reluctant to accept fee award cases.”); ABA Model Code Prof. Responsibility, DR 2-
106(B)(8) (recognizing the contingent nature of attorney representation as an appropriate component in
considering whether a fee is reasonable).

1 application of a multiplier in cases where they prevail, Plaintiffs' Counsel would be barred by financial
2 realities from representing employees and consumers on contingency, which the firm does exclusively.
3 This would undermine California's strong policy of encouraging attorneys to represent low-income
4 individuals seeking unpaid back wages and other employment-related redress.

5 In summary, because attorneys pursuing claims on contingency will sometimes lose after
6 expending hundreds of hours, and often advancing thousands of dollars in expenses, an enhancement
7 ensures that the risks do not outstrip the incentives to pursue claims on behalf of employees. The high
8 contingent risk borne by Plaintiffs' Counsel thus supports the fee request.

9 **4. The Requested Attorneys' Fees Are Supported by Counsel's Experience,**
10 **Reputation, and Skill**

11 The "skill and experience of the attorneys and nature of work performed" are also evaluated
12 under California law in connection with a fee motion. *Northwest Energetic Services, LLC v. Cal.*
13 *Franchise Tax Bd.*, 159 Cal. App. 4th 841, 880 (2008). Plaintiffs' Counsel, Capstone Law APC and
14 James Hawkins APLC, employ seasoned class action attorneys who regularly litigate wage and hour
15 claims through certification and on the merits, and have considerable experience settling wage and hour
16 class actions. (Perez Decl. ¶¶ 12-14; Hawkins Decl. ¶¶ 8, 13.)

17 **C. A Lodestar Cross-Check Confirms that the Requested Attorneys' Fees Are Fair**
18 **and Reasonable**

19 The trial court may use an abbreviated lodestar "cross-check" for common fund awards if the
20 court considers it useful. *Laffitte II*, 1 Cal. 5th at 504-05. However, under *Laffitte II*, this is not meant to
21 displace the percentage analysis, but rather to act as a backstop. Indeed, the Supreme Court expressly
22 instructed that "the lodestar calculation, when used in this manner, does not override the trial court's
23 primary determination of the fee as a percentage of the common fund and thus does not impose an
24 absolute maximum or minimum on the fee award." *Laffitte II*, 1 Cal. 5th at 505. Critically, the Court in
25 *Laffitte II* emphasized that only where the "multiplier calculated by means of a lodestar cross-check is
26 **extraordinarily high or low**" should the court "consider whether the percentage should be adjusted so
27 as to bring the imputed multiplier within a justifiable range." *Id.* (emphasis added). Accordingly, when
28 the cross-check multiplier is within a normal range, the lodestar-cross check does not provide a basis for

1 a court to reduce the fee award. Furthermore, in conducting a lodestar cross-check, the court is not
2 “required to closely scrutinize each claimed attorney-hour.” *Laffitte II*, 1 Cal. 5th at 505. An evaluation
3 may be done by reviewing “counsel declarations summarizing overall time spent.” *Id.*

4 In conducting a lodestar cross-check, the Court first determines a lodestar value for the fees by
5 multiplying the time reasonably spent by plaintiffs’ counsel on the case by a reasonable hourly rate. *In re*
6 *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-57 (2009). To determine whether the requested
7 rate is reasonable, courts look to the prevailing rate for similar work in the pertinent geographic region.
8 *PLCM Group v. Drexler*, 22 Cal. 4th 1084, 1096-97 (2000) (using prevailing hourly rate in community
9 for comparable legal services even though party used in-house counsel). Here, Plaintiffs’ Counsel’s
10 hourly rates are comparable to, or less than, those charged by other class action plaintiffs’ counsel and
11 the firms defending class actions, and have been approved by numerous federal and state courts. (Perez
12 Decl. ¶¶ 15-17; Hawkins Decl. ¶ 10.)

13 Likewise, the total attorney hours expended on this action are reasonable and in line with
14 comparable cases. In determining the reasonableness of the hours expended, “the court should defer to
15 the winning lawyer’s professional judgment as to how much time he was required to spend on the case;
16 after all, he won, and might not have, had he been more of a slacker.” *Kerkeles v. City of San Jose*, 243
17 Cal. App. 4th 88, 104 (2015) (quoting *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir.
18 2008)). Plaintiffs’ Counsel billed a total of approximately 940 hours. (Perez Decl. ¶ 15; Hawkins Decl. ¶
19 10.)

20 Multiplying the total hours billed by Plaintiffs’ Counsel to the litigation by their reasonable
21 hourly rates yields a lodestar of approximately \$629,865. (Perez Decl. ¶ 15; Hawkins Decl. ¶ 10.) When
22 plaintiffs seek an amount in fees that is less than what they actually billed, the requested fee amount is
23 generally considered reasonable. *See, e.g., Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848,
24 854 (N.D. Cal. 2010) (finding that, if the court is asked to apply a negative multiplier, it “suggests the
25 negotiated fee award is a reasonable and fair valuation of the services rendered to the class by Plaintiff’s
26 Counsel.”).

27 Plaintiffs’ Counsel would be entitled to a **positive** multiplier based on factors most commonly
28 cited by courts, including: (1) the results obtained; (2) the contingent nature of the fee award; and (3) the

1 skill displayed by counsel. *See Serrano III*, 20 Cal. 3d at 49; *Thayer v. Wells Fargo Bank*, 92 Cal. App.
2 4th 819, 835 (2001) (recognizing “results obtained” as a factor). Based on the facts here, Plaintiffs’
3 Counsel would be entitled to a multiplier of 1.5 or higher. *See, e.g., Graham*, 34 Cal. 4th at 579
4 (authorizing the application of a 2.25 multiplier); *Cates v. Chang*, 213 Cal. App. 4th 791, 823 (2013)
5 (awarding a multiplier of 1.85). Indeed, courts following *Laffitte* have reaffirmed that a multiplier
6 between 2 and 4 to be reasonable and not so “extraordinarily high” as to require greater judicial scrutiny.
7 *See Spann v. J.C. Penney Corp.*, 211 F. Supp. 3d 1244, 1265 (C.D. Cal. Sept. 30, 2016) (finding that a
8 3.07 multiplier is “well within the range for reasonable multipliers” under *Laffitte II*); *Beaver v. Tarsadia*
9 *Hotels*, No. 11-CV-01842-GPC-KSC, 2017 WL 4310707, at *13 (S.D. Cal. Sept. 28, 2017) (“The one-
10 third fee Class Counsel seeks reflects a multiplier of 2.89 on the lodestar which is reasonable for a
11 complex class action case.”).

12 For the reasons discussed above, the lodestar cross-check confirms that Plaintiffs’ fee request is
13 fair and reasonable and should be approved.

14 **D. The Requested Litigation Expense Recovery Is Reasonable and Should Receive**
15 **Final Approval**

16 Plaintiffs’ Counsel are also entitled to reimbursement of their litigation costs. Cal. Lab. Code §§
17 1194(a), 2699(g)(1). Plaintiffs’ Counsel seek an award of \$36,000 for reasonably incurred costs and
18 expenses, including filing fees, reporter fees, mediation fees, and travel.⁶ (Perez Decl. ¶ 18; Hawkins
19 Decl. ¶ 11.) These are costs of precisely the sort that are reimbursable because they are reasonable and
20 were necessarily incurred during the case’s pendency. Final approval of the cost reimbursement of
21 \$36,000 is thus warranted.

22 **E. The Class Representative Enhancement Payments are Fair and Reasonable**

23 Enhancement payments “are fairly typical in class action cases.” *Cellphone Termination Fee*
24 *Cases*, 186 Cal. App. 4th 1380, 1393 (2010) (affirming enhancement payments of \$10,000); *Rodriguez*
25 *v. West Publishing Corp.*, 563 F.3d 948, 958 (9th Cir. 2009), citing 4 Newberg on Class Actions (4th ed.
26

27 ⁶ To date, Plaintiffs’ Counsel have incurred a combined total of \$35,089.08 in litigation costs and
28 expenses. (Perez Decl. ¶ 18; Hawkins Decl. ¶ 11.) Because Plaintiffs’ Counsel will incur additional costs,
such as for filings and travel to the final approval hearing, they seek a combined costs award of \$36,000.

2002) § 11:38, and Eisenberg & Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 UCLA L. Rev. 1303 (2006).⁷

The Class Representative Enhancement Payments are reasonable in light of Plaintiffs' service as class representatives. Indeed, but for Plaintiffs' service, Class Members would have recovered nothing for their claims, and with the passage of time, the claims in controversy would have been barred. The requested \$7,500 Class Representative Enhancement Payments are thus fair and reasonable compensation for Plaintiffs' effort in prosecuting the action on behalf of the class, assisting counsel with discovery, regularly conferring with counsel on the status of the case and the strategies for prosecuting the claims, and reviewing the proposed settlement to ensure that its terms are fair and provide adequate relief for the Class. Plaintiffs deserve the requested Class Representative Enhancement Payments because they "remained fully involved and expended considerable time and energy during the course of the litigation." See *Schaffer v. Litton Loan Servicing, LP*, No. CV 05-07673 MMM JCX, 2012 WL 10274679, at *19 (C.D. Cal. Nov. 13, 2012) (citation omitted). The amount of the requested Class Representative Enhancement Payments are also reasonable by reference to the amounts the California Superior Court has awarded for similar wage and hour settlements.⁸

⁷ Enhancement payments "are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Rodriguez*, 563 F.3d at 958–59. "[T]he rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class." *Clark v. American Residential Services LLC*, 175 Cal. App. 4th 785 (2009).

⁸ See *Carter v. GMRI Inc.*, No. RIC 1506085 (Riverside County Super. Ct. Jan. 10, 2017) (awarding \$10,000 enhancement payments to the named plaintiffs); *Crook v. Barton Healthcare System*, No. SC20150146 (El Dorado County Super. Ct. Dec. 9, 2016) (awarding \$10,000 enhancement payment to the named plaintiff); *Singh v. American Building Supply, Inc.*, No. 34-2015-00179889-CU-OE-GDS (Sacramento County Super. Ct. Oct. 3, 2016) (awarding \$10,000 enhancement payment to the named plaintiff); *Alvarez v. MAC Cosmetics Inc.*, No. CIVDS1513177 (San Bernardino County Super. Ct. July 29, 2016) (awarding \$10,000 enhancement payments to the named plaintiffs); *Coffey v. Beverages & More, Inc.*, No. BC477269 (L.A. County Super. Ct. July 26, 2016) (awarding \$10,000 enhancement payment to the named plaintiff); *Restoration Hardware Wage and Hour Cases*, No. JCCP4794 (L.A. County Super. Ct. April 28, 2016) (awarding \$10,000 enhancement payments to the named plaintiffs); *Cook v. United Insurance Co. of Amer.*, No. CIVMSC10-00425 (Contra Costa County Super. Ct. April 15, 2016) (awarding \$10,000 enhancement payments to the named plaintiffs); *Quintana v. Claire's Boutiques, Inc.*, No. 5:13-cv-00368-PSG (N.D. Cal. Dec. 1, 2015) (awarding \$10,000 enhancement payments to the named plaintiffs); *Paredes v. American Family Care, Inc.*, No. 34-2014-00167060-CU-OE-GDS (Sacramento County Super. Ct. Nov. 17, 2015) (awarding \$10,000 enhancement payment to the named plaintiff); *Hoagland v. Brooks Brothers Group, Inc.*, No. BC511534 (L.A. County Super. Ct. July 16, 2015) (awarding \$10,000 enhancement payment to the named plaintiff).

1 The Class Representative Enhancement Payments are also appropriate because Plaintiffs would
2 otherwise “not gain any benefit beyond that he would receive as an ordinary class member.” *In re Toys*
3 *R Us-Delaware, Inc.–Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 472
4 (C.D. Cal. 2014); *Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995)
5 (holding that a substantial award is appropriate where a class representative’s claim made up “only a tiny
6 fraction of the common fund.”). Absent the Class Representative Enhancement Payments, Plaintiffs will
7 recover no more than other Class Members, despite undergoing personal sacrifice and reputational risk
8 in pursuing this litigation on behalf of the Class.

9 The Class Representative Enhancement Payments are also justified in light of the Cal. Civ. Code
10 § 1542 general releases that Plaintiffs are required to provide Defendants as a condition of settlement.
11 Under the Cal. Civ. Code § 1542 releases, Plaintiffs will release any and all claims they may have
12 against Defendants arising out of their employment. These general releases are considerably broader than
13 the separate, narrower release required of the Class. *See Billingham v. Tractor Supply Co.*, 306 F.R.D.
14 245, 267-68 (N.D. Cal. 2015) (awarding the plaintiff \$5,000 for the general release along with \$10,000
15 enhancement payment for services as a class representative); *La Fleur v. Medical Management Intern,*
16 *Inc.*, No. 13-00398-VAP, 2014 WL 2967475, *8 (C.D. Cal. June 25, 2014) (finding that the \$15,000
17 enhancement payment is warranted in part because “the named plaintiffs have released all claims against
18 [defendant], unlike the remainder of the Class”).

19 Separately, the Class Representative Enhancement Payments are justified in light of the
20 reputational risk that Plaintiffs have assumed in bringing an action against a former employer. *See*
21 *Billingham v. Tractor Supply Co.*, 306 F.R.D. 245, 267-68 (N.D. Cal. 2015) (finding “personal
22 detriment” upon testimony that future employers can easily learn that a prospective employee served as a
23 plaintiff through the internet). In particular, by bringing suit, plaintiffs jeopardize their future job
24 prospects, particularly in the internet age where web sites and third-party services can disclose a job
25 applicant’s litigation history to a prospective employer. *See La Fleur*, 2014 WL 2967475, at *8
26 (awarding \$15,000 to each named plaintiff in part for attesting to their fear that the lawsuit will harm
27 their future job prospects in the industry). In fact, an entire industry has developed for providing
28 employers with background information on employee candidates, and the companies that provide these

1 services actually promote themselves by touting their ability to identify and weed out potentially litigious
2 employee candidates.⁹

3 By bringing this action, Plaintiffs have assumed reputational risk that may impact their ability to
4 find employment in the near and distant future. Long after this action is forgotten by Class Members,
5 Plaintiffs will have to endure the risk of possibly being branded “litigious” by prospective employers,
6 and may have employment applications rejected on that basis alone.

7 In conclusion, the requested Class Representative Enhancement Payments are fair, adequate, and
8 reasonable compensation for Plaintiffs’ services on behalf of the Class and for the risks and personal
9 sacrifice they assumed, and for their general release of claims.

10 **III. CONCLUSION**

11 For the foregoing reasons, Plaintiffs respectfully request that this Court grant the Motion for
12 Attorneys’ Fees, Costs and Expenses, and Class Representative Enhancement Payments.

13
14 Dated: October 25, 2019

Respectfully submitted,

15 By: _____

Raul Perez
Robert Drexler
Molly DeSario
Jonathan Lee
CAPSTONE LAW APC

James R. Hawkins
JAMES HAWKINS APLC

Attorneys for Plaintiffs Robert Onofre and Miguel
Zaldivar

25
26 ⁹ “In today’s litigious culture, employers simply cannot afford to hire employees who will put
27 their company at risk.” *Back Track Screening*, [http://www.btscreening.com/wp-](http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf)
28 [content/uploads/2012/09/Screening-101.pdf](http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf); “In today’s litigious culture, you simply cannot afford to
hire employees who will put your company at risk.” *Credit Technologies, Inc.*,
<https://www.credittechnologies.com/employment-screening/>

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I am employed in the County of Los Angeles. I declare that I am over the age of eighteen (18) and not a party to this action. My business address is: Capstone Law APC, 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

**NOTICE OF MOTION AND MOTION FOR ATTORNEYS' FEES, COSTS AND
EXPENSES, AND CLASS REPRESENTATIVE ENHANCEMENT PAYMENTS;
MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT**

Arthur J. McKeon, III Rebecca J. Smith Freeman Mathis & Gary, LLP 550 S. Hope Street, 22nd Floor Los Angeles, California 90071 <i>mreeder@fmglaw.com</i>	Don A. Hernandez Meredith Smith Zuber Lawler & Del Duca LLP 350 S. Grand Ave, 32nd Floor Los Angeles, California 90017 <i>dhernandez@zuberlaw.com</i>
James R. Hawkins Gregory Mauro JAMES HAWKINS APLC 9880 Research Drive, Suite 800 Irvine, CA 92618	

- EXECUTED** this document on October 25, 2017, at Los Angeles, California.

[Handwritten signature]

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Attorneys for Plaintiff Robert Onofre

Additional counsel listed on next page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ROBERT ONOFRE, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL, a
California corporation; PHR MANAGEMENT,
INC., a California corporation; KEN REAL
ESTATE LEASE LTD., a business entity of
unknown form; and DOES 1 through 10,
inclusive,

Defendants.

MIGUEL ZALDIVAR AVILA, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL,
business form unknown; TSUBAKI HOTEL
COLLECTION, business form unknown, and
DOES 1-50, inclusive,

Defendants.

Case No.: 30-2016-00861544-CU-OE-CXC

**DECLARATION OF RAUL PEREZ IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS AND
EXPENSES, AND CLASS
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

Date: November 21, 2019

Time: 2:00 p.m.

Place: Department CX102

1 James R. Hawkins (SBN 192925)
James@jameshawkinsaplc.com
2 Gregory Mauro (SBN 222239)
Greg@jameshawkinsaplc.com
3 James Hawkins, APLC
9880 Research Drive, Suite 200
4 Irvine, CA. 92618
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6 Attorneys for Plaintiff Miguel Zaldivar Avila
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1 outcome of the appeal. While the actions were stayed, the Parties agreed to participate in a mediation in
2 an attempt to negotiate a compromise of the claims alleged.

3 **THE PARTIES SETTLED AFTER A SECOND MEDIATION**

4 6. The Parties participated in two mediations with Jeffrey A. Ross, Esq., an experienced
5 mediator of wage and hour class actions. The first mediation was held on August 7, 2017. Although the
6 Parties did not settle at the first mediation, Mr. Ross helped to narrow the gap between the Parties'
7 respective positions.

8 7. The Parties participated in a second mediation on September 25, 2018. With Mr. Ross'
9 guidance, the Parties were eventually able to negotiate a complete settlement of Plaintiffs' claims. The
10 terms of the settlement are now set forth in complete and final form in the Joint Stipulation of Class
11 Settlement and Release. At all times, the Parties' negotiations were adversarial and non-collusive. The
12 Settlement therefore constitutes a fair, adequate, and reasonable compromise of the claims at issue.

13 **PLAINTIFFS' COUNSEL CONDUCTED A THOROUGH INVESTIGATION OF THE FACTUAL AND LEGAL**
14 **ISSUES AND WERE THUS ABLE TO OBJECTIVELY ASSESS THE SETTLEMENT'S REASONABLENESS**

15 8. Plaintiffs' Counsel's evaluation of the settlement terms was informed by several factors,
16 including their analysis of the considerable discovery that had been conducted. At the outset of the
17 litigation, Plaintiffs provided Plaintiffs' Counsel with detailed narratives of their experiences working for
18 Defendants, and the circumstances that gave rise to the alleged Labor Code violations. Plaintiffs were
19 able to share with Plaintiffs' Counsel their intimate understanding of Defendants' policies and practices,
20 and how these policies and practices were instituted on a daily basis. In addition to informing Plaintiffs'
21 Counsel's initial evaluation of the lawsuit, the information that Plaintiffs provided also influenced
22 Plaintiffs' Counsel's formal discovery efforts, including written discovery.

23 9. Plaintiffs' written discovery requests¹ led to the production of considerable evidence,
24 including the policies and practices directly at issue, as well as those policies and procedures that

25
26 ¹ On December 23, 2016, Plaintiff Onofre propounded three sets for form interrogatories, special
27 interrogatories, and a request for production of documents. On September 13, 2017, Plaintiff Onofre
28 served additional form interrogatories and second request for production of documents and on October
25, 2017, Plaintiff Onofre issued a third request for production of documents. Defendant responded to
the first set of discovery and the second set of special interrogatories.

1 potentially affected Defendants' ability to comply with the Labor Code. Plaintiffs' Counsel analyzed
2 over 2,800 pages of documents that were produced by Defendants, including time and wage records.
3 Based on their review of discovery produced by Defendants, Plaintiffs' Counsel were able to
4 persuasively pinpoint the problematic policies and procedures that would ultimately have formed the
5 backbone of the motion for class certification. These documents also enabled Plaintiffs' Counsel to
6 determine Defendants' potential exposure for damages and penalties.

7 10. In summary, Plaintiffs' Counsel performed a searching investigation into the claims at
8 issue, which included: (1) determining Plaintiffs' suitability as putative representatives through
9 interviews, background investigations, and analyses of their employment files and related records; (2)
10 evaluating all of Plaintiffs' potential representative claims; (3) researching similar wage and hour class
11 actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing a
12 time and wage records; (5) researching settlements in similar cases; (6) evaluating Plaintiffs' claims and
13 estimating Defendants' liability for purposes of settlement; (7) drafting the mediation brief; and (8)
14 participating in the mediation.

15 11. By engaging in such a thorough investigation and evaluation of Plaintiffs' claims,
16 Plaintiffs' Counsel can opine that the Settlement, for the consideration and on the terms set forth in the
17 Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class Members in
18 light of all known facts and circumstances, including the risk of significant delay and uncertainty
19 associated with litigation, various defenses asserted by Defendants.

20 **QUALIFICATIONS AND EXPERIENCE**

21 12. Capstone Law APC is one of California's largest plaintiff-only labor and consumer law
22 firms. With over twenty seasoned attorneys, Capstone has the experience, resources, and expertise to
23 successfully prosecute complex employment and consumer actions.

24 13. Since its founding in 2012, Capstone has emerged as a major force in aggregate
25 litigation, making law on cutting-edge issues and obtaining over \$200 million in recovery for employees
26 and consumers. The firm's accomplishments include:

- 27 a. In February 2015, Ryan H. Wu and I were honored with the prestigious
28 California Lawyer of the Year (CLAY) award in labor and employment for our

work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act (“PAGA”) notwithstanding a representative action waiver in an arbitration agreement.

b. Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshalls of Calif.)*, 2017 WL 2980258, Capstone attorneys achieved a landmark decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone attorneys successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.

14. Attached as Exhibit 1 is a true and correct copy of Capstone’s firm resume.

LODESTAR AND COST ANALYSIS

15. I have reviewed a summary of Capstone’s billing records, which are maintained during the regular course of business and billed contemporaneously, and attached as Exhibit 2. Capstone’s bill for attorneys’ fees is summarized in the chart below:

Attorney	Title	CA Bar Yr.	Rate	Hours	Fees
Raul Perez	Partner	1994	\$725	82.6	\$59,885.00
Glenn Danas	Fmr. Partner	2010	\$625	40.8	\$25,500.00
Robert Drexler	Senior Counsel	1985	\$695	130.3	\$90,558.50
Katherine Kehr	Fmr. Senior Counsel	2003	\$595	81	\$48,195.00
Bevin Allen Pike	Senior Counsel	2002	\$595	14.5	\$8,627.50
Eduardo Santos	Senior Counsel	2007	\$495	55.2	\$27,324.00
Jamie Greene	Senior Counsel	2007	\$495	18.7	\$9,256.50
Jonathan Lee	Associate	2009	\$435	170	\$73,950.00
Anthony Castillo	Associate	2009	\$435	27.2	\$11,832.00
Total				620.3	\$355,128.50

1 16. While adjusting our rates to track market increases, Capstone's rates have steadily
2 remained reasonable and competitive, and have been consistently approved by many federal and state
3 courts over the past several years, including this judicial district. *See, e.g., Brown v. Harris v. Mr. C*
4 *Manager LLC*, No. CIV DS1721484 (San Bernardino County Superior Court Aug. 21, 2019)
5 (approving Capstone's rates for Associates (\$295 to \$434) and Senior Counsel/Partners (\$495 to \$725));
6 *Black v. T-Mobile USA, Inc.*, No. 4:17-cv-04151-HSG (N.D. Cal. July 24, 2019) (approving Capstone's
7 rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Rodas v. Petroleum*
8 *Sales, Inc.*, No. CIV1703590 (Marin County Superior Court July 19, 2019) (approving Capstone's rates
9 for Associates (\$395 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Aguilar v. Marriott Int'l,*
10 *Inc.*, No. BC513197 (Los Angeles County Superior Court Apr. 9, 2019) (approving Capstone's rates for
11 Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Garrido v. J. C. Penney*
12 *Corporation, Inc.*, No. 5:18-cv-02051-JVS-SP (C.D. Cal. Jan. 25, 2019) (approving Capstone's rates for
13 Associates (\$435 to \$455) and Senior Counsel/Partners (\$495 to \$725)); *Boseman v. VXi Global*
14 *Solutions, LLC*, No. BC602442 (Los Angeles County Superior Court Jan. 3, 2019) (approving
15 Capstone's rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725)); *Mansilla v.*
16 *XPO Logistics Worldwide, Inc.*, No. RG17865271 (Alameda County Superior Court Nov. 16, 2018)
17 (approving Capstone's rates for Associates (\$295 to \$435) and Senior Counsel/Partners (\$495 to \$725));
18 *Carbajal v. Tom's Famous Family Restaurants*, No. CIVDS1601821 (San Bernardino County Superior
19 Court July 31, 2018) (approving Capstone's rates for Associates (\$295 to \$395) and Senior
20 Counsel/Partners (\$495 to \$725)); *Williams v. Marshalls of CA, LLC*, No. BC503806 (Los Angeles
21 County Superior Court Feb. 15, 2018) (approving Capstone's rates for Associates and Senior
22 Counsel/Partners (\$570 to \$725)); *Grove v. Halston Operating Co.*, No. 37-2016-00029271-CU-OE-
23 CTL (San Diego County Superior Court Feb. 9, 2018) (approving Capstone's rates for Associates and
24 Senior Counsel/Partners (\$470 to \$725)); *Lopez v. Kmart Corp.*, No. CIVMSC15-00134 (Contra Costa
25 County Superior Court Nov. 29, 2017) (approving Capstone's rates for Associates (\$395 to \$470) and
26 Senior Counsel/Partners (\$595 to \$725)); *Chambless v. Islands Restaurants, L.P.*, No. BC458426 (Los
27 Angeles County Superior Court Aug. 22, 2017) (approving Capstone's rates for Associates (\$245 to
28 \$470) and Senior Counsel/Partners (\$595 to \$725)); *Linares v. Ann Inc.*, No. BC605635 (Los Angeles

County Superior Court Aug. 22, 2017) (approving Capstone's rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$570 to \$725)); *Grillo v. Key Energy Services, LLC*, No. 2:14-cv-00881-AB-AGR (C.D. Cal. Oct. 13, 2017) (approving Capstone's rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$595 to \$725)); *Carter v. GMRI, Inc.*, No. RIC1506085 (Riverside County Superior Court Jan. 10, 2017) (approving Capstone's rates for Associates (\$345 to \$470) and Senior Counsel/Partners (\$570 to \$695)); *Rodriguez v. Swissport North America, Inc.*, No. BC441173 (Los Angeles County Superior Court April 17, 2017) (approving Capstone's rates for Associates (\$370 to \$470) and Senior Counsel/Partners (\$520 to \$695)); *Emmons v. Quest Diagnostics Clinical Laboratories, Inc.*, No. 1:13-cv-00474-DAD-BAM (E.D. Cal. Feb. 27, 2017) (approving Capstone's rates for Associates (\$370 to \$495) and Senior Counsel/Partners (\$545 to \$695)); *Rickerd v. OneWest Resources LLC*, No. BC562538 (Los Angeles County Superior Court Jan. 19, 2017) (approving Capstone's rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$595 to \$695)); *Nunnally v. Dave & Busters, Inc.*, No. 8:16-cv-00855-DOC-KES (C.D. Cal. Jan. 9, 2017) (approving Capstone's rates for Associates (\$395 to \$495) and Senior Counsel/Partners (\$545 to \$695)); *Ford v. CEC Entertainment, Inc.*, No. 3:14-cv-01420-RS (N.D. Cal. Nov. 18, 2016) (approving Capstone's rates for Associates (\$420 to \$470) and Senior Counsel/Partners (\$545 to \$695)); *Lutin v. Lerner New York, Inc.*, No. BC498443 (L.A. County Super. Ct. Sept. 20, 2016) (approving Capstone's rates for Associates (\$370-470) and Senior Counsel/Partners); *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP4790 (L.A. County Super. Ct. Sept. 1, 2016) (approving Capstone's rates for Associates (\$245 to \$470) and Senior Counsel/Partners (\$520 to \$695)); *Coffey v. Beverages & More, Inc.*, No. BC477269 (L.A. County Super. Ct. July 26, 2016) (L.A. County Super. Ct. Sept. 1, 2016) (approving Capstone's rates for Associates (\$370 to \$470) and Senior Counsel/Partners (\$545 to \$695)); *Guitar Center Stores Wage and Hour Cases*, No. JCCP 4818 (San Francisco Superior Court June 7, 2016) (approving Capstone's rates for Associates (\$370 to \$470) and Senior Counsel/Partners (\$545 to \$695)); *Berry v. Urban Outfitters Wholesale, Inc.*, No. Case 4:13-cv-02628-JSW (N.D. Cal. April 7, 2016) (approving Capstone's rates for Associates (\$370 to \$470) and Senior Counsel/Partners (\$545 to \$695))

17. Capstone's rates are comparable to those judicially approved for other plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-\$630 for non-

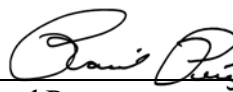
partners), Wasserman Comden Casselman & Essensten (rates ranging from \$670-750 for partners and \$300-500 for associates), and Blood Hurst & Reardon (\$510-695 for partners). *See Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D. Cal. Apr. 29, 2014) (also approving rates of Strategic and Capstone). Other courts have approved hourly rates in this range for plaintiff's side law firms in the Southern California area. *See, e.g., Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650-\$800 for senior attorneys in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F. Supp. 2d 1160, 1172 (C.D. Cal. 2010) (approving hourly rates between \$445 and \$675); *Faigman v. AT&T Mobility LLC*, 2011 U.S. Dist. LEXIS 15825, * 2 (N.D. Cal. Feb. 15, 2011) (approving hourly rates of \$650 an hour for partner services and \$500 an hour for associate attorney services); *Richard v. Ameri-Force Mgmt. Servs., Inc.*, No. 37-2008-00096019 (San Diego Super. Ct., Aug. 27, 2010) (\$695 to \$750 an hour for partners; \$495 an hour for associates); *Barrera v. Gamestop Corp.*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010) (\$700 an hour for partners; \$475 an hour for associates); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010) (\$655 to \$750 an hour for partners; \$300 to \$515 an hour for associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Super. Ct.) (approving 2012 partner rates between \$550 and \$850 per hour); and *Holloway v. Best Buy Co.*, C-05-5056-PJH (MEJ) (N.D. Cal.) (approving 2011 partner rates of \$825 to \$700 an hour, associate rates between \$355 and \$405 per hour).

18. As summarized in the table below, Capstone has incurred a total of \$20,804.64 in costs and expenses to date. Capstone anticipates that it will incur additional filing costs and travel-related costs.

Cost & Expense Categories	Amount
Copying, Printing & Scanning and Facsimiles	\$203.75
Court Fees, Filings & Service of Process	\$4,345.97
CourtCall	\$652.00
One Legal	\$2,914.06
ProLegal Courier	\$769.41
TrueFiling	\$10.50
Court Reporters & Transcripts	\$1,975.00
Centext	\$1,440.00
Unrouly Reporting, Inc.	\$125.00
US Legal Support	\$410.00
Delivery & Messenger (UPS, FedEx, messenger, etc.)	\$18.05

Cost & Expense Categories	Amount
Mediation Fees	\$10,000.00
Postage & Mailings	\$64.00
Research Services (PACER, Lexis, etc.)	\$233.73
Orange County Super. Ct. (Download)	\$23.06
Westlaw	\$210.67
Travel-Related Costs and Expenses	\$3,964.14
Total	\$20,804.64

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 25th day of October, 2019, at Los Angeles, California.



Raul Perez

Exhibit 1

FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. With over twenty seasoned attorneys, many formerly with prominent class action or defense firms, Capstone has the experience, resources, and expertise to successfully prosecute complex employment and consumer actions.

Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining over a hundred million dollars in recovery for employees and consumers:

- In February, 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshalls of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- In April 2017, Capstone achieved a major victory for consumers in *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court held that: (1) the right to seek public injunctive relief under the state's consumer protection laws cannot be waived; and (2) that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public.
- Capstone served as class counsel in a number of significant wage and hour settlements, including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.
- Capstone has served as class counsel in a number of significant consumer actions, including *Falco v. Nissan N. Am. Inc.*, No. 13-00686 (C.D. Cal.) (certifying a class of owners/lessees of Nissan vehicles) and obtained final approval in *Vargas v. Ford Motor Co.*, No. 12-08388 (C.D. Cal.); *Chan v. Porsche Cars N.A., Inc.*, No. 15-2106 (D.N.J.); *Batista v. Nissan N.Am., Inc.*, No. 14-24728-RNS (S.D. Fla.); *Klee v. Nissan North America*, Case No. 12-08238 (C.D. Cal.); *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.); *Asghari v. Volkswagen Group of America*, No. 13-02529 (C.D. Cal.); and *Aarons v. BMW of North America*, Case No. 11-7667 (C.D. Cal.); *Fernandez v. Home Depot U.S.A.*, No. 13-648 (C.D. Cal.).

SUMMARY OF SIGNIFICANT SETTLEMENTS

Since its founding, Capstone has settled over 100 high-stakes class and representative actions totaling well over \$200 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program for nearly 2 million consumers valued at well over \$30 million;
- *Moore v. PetSmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

PROFESSIONAL BIOGRAPHIES

Partners

Rebecca Labat. Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

Raul Perez. Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

Melissa Grant. Melissa Grant is a partner at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions. The author of numerous successful motions for class certification, Ms. Grant is the lead or co-lead attorney on multiplied certified class actions currently on track for trial, representing over 140,000 California employees in pursuing their wage and hour claims. She is also at the forefront in developing the law on PAGA, including administrative exhaustion, standing, the nature of PAGA violations, the scope of discovery, and trials.

Prior to joining Capstone, Ms. Grant worked at the Securities and Exchange Commission as a staff attorney in the Enforcement Division, investigating ongoing violations of federal securities regulations and statutes and for Quinn Emanuel Urquhart & Sullivan, LLP, where she was an associate on the trial team that prosecuted the *Mattel v. Bratz* case. Ms. Grant began her legal career as a law clerk to the Honorable Harry Pregerson, Justice of the Ninth Circuit Court of Appeals before joining Sidley & Austin as an associate. She graduated from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review, and graduated *summa cum laude* and first in her class. Ms. Grant earned her undergraduate degree from Cornell University, where she received the JFK Public Service Award and the Outstanding Senior Award. Her published articles include: *Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review*, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: *Early Decisions on Commencement and Removal of Actions* (2006).

Ryan H. Wu. Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshalls of CA LLC)*, 3 Cal.5th 531(2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He began his career litigating international commercial disputes and commercial actions governed by the Uniform Commercial Code. Mr. Wu is co-author of "*Williams v. Superior Court: Employees' Perspective*" and "*Iskanian v. CLS Transportation: Employees' Perspective*," both published in the *California Labor & Employment Law Review*.

Senior Counsel

Theresa Carroll. Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Ms. Carroll was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O'Donnell & Mandell litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Ms. Carroll received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

Liana Carter. Liana Carter is senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

Molly DeSario. Molly DeSario is a senior counsel with Capstone Law, specializing in employment class action litigation. Ms. DeSario's practice focuses primarily on wage-and-hour class action and Private Attorneys General Act litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work. She has experience briefing and arguing a multitude of dispositive motions in state and federal court and has successfully certified and settled numerous classes for claims such as exempt misclassifications, unpaid wages, missed meal and rest breaks, and unreimbursed business expenses.

Ms. DeSario began her career as a general practice litigation associate with Sandler & Mercer in Rockville, Maryland, handling a wide range of civil and criminal matters. Since 2005, she has primarily litigated class action cases and, for the last seven years, has focused on representing employees and consumers in class and collective actions across California and the nation, helping them recover millions of dollars in unpaid wages, restitution, and penalties. Molly graduated from Northeastern University School of Law in 2002. During law school, she interned for the U.S. Attorney's Office in Boston, Massachusetts, and the Honorable Paul L. Friedman at the U.S. District Court for the District of Columbia. She received her undergraduate degree in Marketing and International Business from the University of Cincinnati, where she graduated summa cum laude.

Robert Drexler. Robert Drexler is senior counsel with Capstone Law where he leads one of the firm's litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance

cases. Mr. Drexler has been selected as one of Southern California's "Super Lawyers" every year from 2009 through 2015.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the Case Western Reserve Law Review and authored *Defective Prosthetic Devices: Strict Tort Liability for the Hospital?* 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at Ohio State University where he graduated *cum laude*. Mr. Drexler is a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC's Forum Magazine and The Daily Journal. Mr. Drexler was named a "Super Lawyer" in 2017.

Robert Friedl. Robert Friedl is senior counsel at Capstone, where he devotes most of his time to the briefing and litigation strategy of consumer protection cases. Mr. Friedl has over 20 years of experience representing plaintiffs and defendants in consumer class actions, insurance coverage and defense, employment law, and personal injury. His lengthy service as an appellate attorney has yielded several published cases, including successful outcomes in *Goldstein v. Ralphs*, 122 Cal. App. 4th 229 (2004), *Morgan v. AT&T*, 177 Cal. App. 4th 1235 (2009), and *Hecimovich v. Encinal School Parent Teacher Organization*, 203 Cal. App. 4th 450 (2012). At Capstone, Mr. Friedl was responsible for the appellate win in *Grant v. Unifund CCR, LLC*, 577 Fed. Appx. 693 (9th Cir. 2014).

Prior to joining Capstone, Mr. Friedl was a partner at civil litigation boutique, where he handled the firm's most complex briefing. He is a graduate of the University of Connecticut, and received his law degree from Southwestern School of Law, where he earned an American Jurisprudence Book Award.

Jamie Greene. Jamie Greene is senior counsel at Capstone where she evaluates potential new cases, develops new claims, and manages client relations. Well-versed in wage and hour law and federal and state consumer protection statutes, Ms. Greene supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation. Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury, construction defect, consumer protection, and privacy law. She is a graduate of the University of Southern California Gould School of Law and earned her bachelor's degree from Scripps College in Claremont, California. She is an active member of the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills, Los Angeles County, and Santa Monica Bar Associations.

Mark A. Ozzello. Mark A. Ozzello is a senior counsel with Capstone Law, where he leads the firm's consumer team. He is a nationally recognized and respected consumer and employment attorney who has litigated those issues throughout the country. He has always been at the forefront of consumer rights, sitting on the Board of Governors for the Consumer Attorneys of California and regularly appearing as a featured speaker on consumer rights issues nationwide.

Mr. Ozzello is a former partner of Arias Ozzello & Gignac and, most recently, was Of Counsel to Markun Zusman Friere & Compton, LLP. In his capacity as a litigator, he has obtained results for his clients in excess of \$200 million dollars. Mark has also achieved consistent success in the California Courts of Appeal, and several judicial opinions regularly cite to his matters as authority for class certification issues. He has also argued appellate issues in several Circuit Courts of Appeals with great success. Mr. Ozzello attended

Pepperdine University School of Law where he was an Editor to the Law Review, publishing several articles during his tenure in that capacity. He received his undergraduate degree from Georgetown University.

Mr. Ozzello has always strived to be an integral part of local communities. He has established educational scholarship programs at several charitable organizations, including El Centro De Amistad in Los Angeles and St. Bonaventure Indian Mission and School in Thoreau, New Mexico, and presides over a legal clinic in Los Angeles which provides pro bono legal assistance to non-English speaking individuals.

Bevin Allen Pike. Bevin Allen Pike is a senior counsel with Capstone Law where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

Eduardo Santos. Eduardo Santos is a senior counsel at Capstone Law, concentrating his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over \$100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement.

John Stobart. John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. Mr. Stobart has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, Mr. Stobart was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He

graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

Orlando Villalba. Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Mr. Villalba began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Mr. Villalba graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor's degree in International Business from the University of Southern California.

Tarek Zohdy. An associate with Capstone, Tarek Zohdy litigates automotive defect class actions, along with other consumer class actions for breach of warranty and consumer fraud. At Capstone, he has worked on several large-scale automotive class action settlements that have provided significant relief to thousands of defrauded car owners. Before joining Capstone, Mr. Zohdy spent several years representing individual consumers in their actions against automobile manufacturers and dealerships for breaches of express and implied warranties pursuant to the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, commonly referred to together as "Lemon Law." He also handled fraudulent misrepresentation and omission cases pursuant to the Consumers Legal Remedies Act. Mr. Zohdy graduated from Louisiana State University *magna cum laude* in 2003, and Boston University School of Law in 2006, where he was a member of the criminal clinic representing underprivileged criminal defendants.

Associates

Brandon Brouillette. Brandon Brouillette is an associate with Capstone Law, where his practice focuses on representing employees and consumers in complex litigation, primarily wage-and-hour class actions and PAGA representative actions. Mr. Brouillette's entire legal career has been devoted to representing individual and class representative plaintiffs against large corporate entities. Prior to joining Capstone, he served as an associate at Boucher LLP where he managed the firm's wage-and-hour class actions. He earned his Juris Doctor from Loyola Law School, Los Angeles, where he spent a summer interning for the legal clearance and corporate legal departments at Warner Bros. He received his undergraduate degree from the University of Southern California, where he majored in Business Administration and spent a semester abroad in Budapest, Hungary. In 2016, Brandon was selected as one of Super Lawyers' "Rising Stars" in Southern California.

Jordan Carlson. Jordan Carlson is an associate with Capstone Law. His practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. Mr. Carlson began his career as an associate at a civil litigation firm where he handled a wide variety of matters including environmental contamination defense, bad faith insurance litigation, wrongful death, employment, real estate, and business litigation. He graduated from Whittier Law School in 2013. While attending law school, he served as a Summer Associate for the California Department of Justice. Mr. Carlson earned his bachelor's degree from Boston University where he graduated cum laude

and is admitted to practice law in California and before the United States District Court for the Central District of California.

Anthony Castillo. Anthony Castillo is an associate with Capstone Law. His practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues. Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

Joseph Hakakian. Joseph Hakakian is an associate with Capstone Law. His practice focuses on prosecuting wage-and-hour class and representative actions in state and federal court. Prior to joining Capstone Law, Mr. Hakakian served as a summer clerk for Mark Ozzello at Markun Zusman Freniere & Compton, LLP, working on various actions including wage-and-hour claims, unpaid overtime, false advertising, and unfair competition. He graduated from UCLA School of Law, with a business law specialization, where he served as a staff editor for the Journal of Environmental Law and Policy and worked as a law clerk with the Consumer Protection Division of the Los Angeles District Attorney's Office. Prior to attending law school, Mr. Hakakian received his undergraduate degree from University of California, Los Angeles, in 2013, where he graduated summa cum laude, Dean's Honor List, and College Honors, and received scholastic achievement awards from Golden Key Honor Society and Phi Alpha Theta Honor Society. Joseph is an active member of the Consumer Attorneys Association of Los Angeles (CAALA), Consumer Attorneys of California (CAOC), and Beverly Hills, Los Angeles County, and Santa Monica Bar Associations.

Ariel Harman-Holmes. Ariel Harman-Holmes is an associate at Capstone Law. Her practice is focused on wage-and-hour class and PAGA representative actions. She began her career in New Orleans as a public defender, and then founded her own firm handling appeals and plaintiff-side insurance matters. After relocating to California, until just prior to joining Capstone, Ms. Harman-Holmes worked for The Rudd Law Firm where her practice involved intellectual property, commercial disputes, and torts. She is a graduate of New York University and Cornell Law School, where she obtained her Juris Doctor in 2007.

Michelle Kennedy. Michelle Kennedy is an associate with Capstone Law. Her practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. She began her career as a contract attorney in the Utah Attorney General's Civil Litigation Division handling torts, civil rights, and employment law matters. She later founded her own firm handling business and intellectual property matters, where she settled a copyright infringement suit. Prior to moving to Southern California, Ms. Kennedy was recognized by Super Lawyers as a Mountain States Rising Star in 2017 and 2018. She also served as President of the Utah Minority Bar Association and as an Ex-Officio Member of the Utah State Bar Commission. Michelle graduated from the University of Utah S.J. Quinney College of Law in 2013, where she served as President of the Art Law Alliance and Vice President of the Minority Law Caucus. She earned her undergraduate degree from Brigham Young University in 2010, where she majored in Philosophy. Ms. Kennedy is an active member of the Consumer Attorneys Association of Los Angeles (CAALA) and the Los Angeles County Bar Association. Michelle is admitted to practice law in Utah and California.

Jonathan Lee. An associate with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California. Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

Trisha Monesi. Trisha Monesi is an associate with Capstone. Her practice focuses on prosecuting consumer class actions in state and federal court. Ms. Monesi graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations. She is an active member of the Women Lawyers Association of Los Angeles, and the Los Angeles County and Beverly Hills Bar Associations.

Cody Padgett. An associate with Capstone, Cody Padgett's practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. He handles consumer cases at all stages of litigation, and has contributed to major settlements of automobile defect actions valued in the tens of millions. Prior to joining Capstone Law, Mr. Padgett was a certified legal intern with the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*.

Mao Shiokura. Mao Shiokura is an associate with Capstone. Her practice focuses on identifying, analyzing, and developing new wage-and-hour and consumer claims, including violations of the Fair Credit Reporting Act, Consumers Legal Remedies Act, False Advertising Law, and Unfair Competition Law. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships. Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

Brooke Waldrop. Brooke Waldrop is an associate with Capstone Law. Her practice focuses on the pre-litigation analysis of wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work. Ms. Waldrop graduated from University of Utah S.J. Quinney College of Law in 2008, where she was a member of Extra Muros, an international law journal and think tank. During law school, she volunteered and clerked for the Disability Law Center, International Rights Advocates in Washington, D.C., the Utah Crime Victims Legal Center, and the Utah Council for Victims of Crime. After law school, Brooke obtained an MFA at USC's School of Cinematic Arts Writing for Screen and Television program where she was also awarded the prestigious Annenberg Fellowship. Before joining Capstone as an associate, she worked at Capstone as a contract attorney and settled a copyright infringement suit for a commercially-successful property. She earned her undergraduate degree from Westminster College of Salt



Lake, majoring in Political Studies with an emphasis in Philosophy, and minoring in Theater, where she graduated summa cum laude.

OUTREACH AND EDUCATION

To increase public awareness about the issues affecting class action and other representative litigation in the consumer and employment areas, Capstone publishes the Impact Litigation Journal (www.impactlitigation.com). Readers have access to news bulletins, op-ed pieces, and legal resources. By taking advantage of social media, Capstone hopes to spread the word about consumer protection and employee rights to a larger audience than has typically been reached by traditional print sources, and to thereby contribute to the enforcement of California's consumer and workplace protection laws.

Exhibit 2

EXHIBIT 2
BILLING ENTRIES
ONOFRE V. ANAHEIM MAJESTIC GARDEN HOTEL

Entry No.: 1 Date: 5/3/2016 Lawyer: Jamie Greene	Task Description: Review and analyze attorney I. Dave's memorandum re potential wage and hour claims; reviewed and analyzed prospective client's personnel file and wage records. Task Duration: 2.3 hour(s) Hourly Rate: \$495
Entry No.: 2 Date: 5/5/2016 Lawyer: Jamie Greene	Task Description: Legal research re requirements for compliance under new Labor Code regulations; analyze potential violations; perform further case evaluation. Task Duration: 1.8 hour(s) Hourly Rate: \$495
Entry No.: 3 Date: 5/13/2016 Lawyer: Anthony Castillo	Task Description: Review and analyze background documents in preparation for drafting PAGA letter. Task Duration: 0.5 hour(s) Hourly Rate: \$435
Entry No.: 4 Date: 5/13/2016 Lawyer: Jamie Greene	Task Description: Draft and revise instructions to attorney A. Castillo re preparation of notice to Labor and Workforce Development Agency re aggrieved employees' wage and hour claims; summarize theories of liability for same. Task Duration: 0.7 hour(s) Hourly Rate: \$495
Entry No.: 5 Date: 5/16/2016 Lawyer: Anthony Castillo	Task Description: Evidentiary research re client's employment history in preparation for drafting PAGA letter. Task Duration: 0.9 hour(s) Hourly Rate: \$435
Entry No.: 6 Date: 5/17/2016 Lawyer: Anthony Castillo	Task Description: Review and analyze background documents in preparation for drafting PAGA letter. Task Duration: 0.8 hour(s) Hourly Rate: \$435
Entry No.: 7 Date: 5/18/2016 Lawyer: Anthony Castillo	Task Description: Review and analyze background documents in preparation for drafting PAGA letter. Task Duration: 1.5 hour(s) Hourly Rate: \$435
Entry No.: 8 Date: 5/19/2016 Lawyer: Anthony Castillo	Task Description: Evidentiary research re personnel file of prospective representative in preparation for drafting PAGA letter. Task Duration: 0.5 hour(s) Hourly Rate: \$435

Entry No.: 9 Date: 5/20/2016 Lawyer: Anthony Castillo	Task Description: Review and analyze prospective class representative's personnel file. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 10 Date: 5/23/2016 Lawyer: Anthony Castillo	Task Description: Draft and revise PAGA letter. Task Duration: 2.2 hour(s) Hourly Rate: \$435
Entry No.: 11 Date: 5/23/2016 Lawyer: Anthony Castillo	Task Description: Evidentiary research re Defendant's corporate entities; confer with M. Shiokura regarding findings. Task Duration: 0.5 hour(s) Hourly Rate: \$435
Entry No.: 12 Date: 5/23/2016 Lawyer: Anthony Castillo	Task Description: Review and revise PAGA letter; circulate to team for review. Task Duration: 2.0 hour(s) Hourly Rate: \$435
Entry No.: 13 Date: 5/26/2016 Lawyer: Anthony Castillo	Task Description: Review and analyze M. Shiokura comments and revisions to PAGA letter. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 14 Date: 5/26/2016 Lawyer: Anthony Castillo	Task Description: Review and revise PAGA letter. Task Duration: 0.8 hour(s) Hourly Rate: \$435
Entry No.: 15 Date: 5/26/2016 Lawyer: Anthony Castillo	Task Description: Communicate with client regarding claims. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 16 Date: 5/26/2016 Lawyer: Anthony Castillo	Task Description: Review and revise PAGA letter based on new information provided by client. Task Duration: 0.8 hour(s) Hourly Rate: \$435
Entry No.: 17 Date: 5/26/2016 Lawyer: Jamie Greene	Task Description: Review and analyze attorney A. Castillo's draft Notice to Labor and Workforce Development Agency re aggrieved employees' wage and hour claims. Task Duration: 0.3 hour(s) Hourly Rate: \$495
Entry No.: 18 Date: 5/27/2016 Lawyer: Anthony Castillo	Task Description: Review and revise PAGA letter; review J. Greene edits, finalize and sign letters. Task Duration: 1.0 hour(s) Hourly Rate: \$435
Entry No.: 19 Date: 5/27/2016 Lawyer: Jamie Greene	Task Description: Review and revise notice to Labor and Workforce Development Agency re aggrieved employees' wage and hour claims and facts and theories in support thereof in compliance with Labor Code section 2699.3; review and analyze client's personnel file and wage rec Task Duration: 2.9 hour(s) Hourly Rate: \$495

Entry No.: 20 Date: 5/27/2016 Lawyer: Jamie Greene	Task Description: Draft and revise notices to additional Defendants and Labor and Workforce Development Agency re aggrieved employees' wage and hour claims and facts and theories in support thereof in compliance with Labor Code section 2699.3. Task Duration: 1.8 hour(s) Hourly Rate: \$495
Entry No.: 21 Date: 6/8/2016 Lawyer: Anthony Castillo	Task Description: Draft and revise complaint. Task Duration: 0.5 hour(s) Hourly Rate: \$435
Entry No.: 22 Date: 6/9/2016 Lawyer: Anthony Castillo	Task Description: Draft and revise complaint. Task Duration: 0.5 hour(s) Hourly Rate: \$435
Entry No.: 23 Date: 6/10/2016 Lawyer: Anthony Castillo	Task Description: Review and revise drafting of complaint - background and factual allegations. Task Duration: 1.6 hour(s) Hourly Rate: \$435
Entry No.: 24 Date: 6/10/2016 Lawyer: Anthony Castillo	Task Description: Draft and revise complaint - first two causes of action. Task Duration: 2.8 hour(s) Hourly Rate: \$435
Entry No.: 25 Date: 6/10/2016 Lawyer: Anthony Castillo	Task Description: Review and revise drafting of complaint remaining causes of action. Task Duration: 3.5 hour(s) Hourly Rate: \$435
Entry No.: 26 Date: 6/10/2016 Lawyer: Anthony Castillo	Task Description: Draft and revise case assignment email. Task Duration: 1.7 hour(s) Hourly Rate: \$435
Entry No.: 27 Date: 6/13/2016 Lawyer: Anthony Castillo	Task Description: Review and revise drafting of case summary memo; circulate to J. Greene and M. Shiokura for review. Task Duration: 1.8 hour(s) Hourly Rate: \$435
Entry No.: 28 Date: 6/15/2016 Lawyer: Anthony Castillo	Task Description: Review and revise complaint and case memo after conferring with M. Shiokura and J. Greene. Task Duration: 1.6 hour(s) Hourly Rate: \$435
Entry No.: 29 Date: 6/15/2016 Lawyer: Jamie Greene	Task Description: Review and revise complaint. Task Duration: 2.4 hour(s) Hourly Rate: \$495
Entry No.: 30 Date: 6/15/2016 Lawyer: Jamie Greene	Task Description: Review and revise attorney A. Castillo's memorandum summarizing wage and hour violations and theories of liability, factual background, basis for venue, defendant information, related case landscape, and litigation strategy for new Private Attorneys General Task Duration: 2.8 hour(s) Hourly Rate: \$495

Entry No.: 31 Date: 6/15/2016 Lawyer: Jamie Greene	Task Description: Draft and revise instructions to attorney A. Castillo for finalizing new PAGA complaint. Task Duration: 0.4 hour(s) Hourly Rate: \$495
Entry No.: 32 Date: 6/15/2016 Lawyer: Jamie Greene	Task Description: Review and revise joint employer allegations; communicate with attorney M. Shiokura re need for allegations. Task Duration: 0.4 hour(s) Hourly Rate: \$495
Entry No.: 33 Date: 6/16/2016 Lawyer: Anthony Castillo	Task Description: Communicate with class representative regarding complaint review and approval. Task Duration: 0.5 hour(s) Hourly Rate: \$435
Entry No.: 34 Date: 6/17/2016 Lawyer: Anthony Castillo	Task Description: Communicate with opposing counsel re PAGA letter. Task Duration: 0.1 hour(s) Hourly Rate: \$435
Entry No.: 35 Date: 6/17/2016 Lawyer: Jamie Greene	Task Description: Prepare for and attend meeting with attorney A. Castillo re recent communication from opposing counsel re PAGA Notice. Task Duration: 0.2 hour(s) Hourly Rate: \$495
Entry No.: 36 Date: 6/21/2016 Lawyer: Anthony Castillo	Task Description: Communicate with client regarding approval of complaint. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 37 Date: 6/21/2016 Lawyer: Jamie Greene	Task Description: Communicate with attorney A. Castillo re client approval of complaint allegations. Task Duration: 0.1 hour(s) Hourly Rate: \$495
Entry No.: 38 Date: 6/30/2016 Lawyer: Bevin Allen Pike	Task Description: Supervise filing of complaint. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 39 Date: 7/29/2016 Lawyer: Bevin Allen Pike	Task Description: Review and analyze notice of CMC, prepare notice, complaint for service. Task Duration: 0.3 hour(s) Hourly Rate: \$595
Entry No.: 40 Date: 8/2/2016 Lawyer: Bevin Allen Pike	Task Description: Plan and prepare for case strategy with R. Drexler, J. Lee. Task Duration: 0.1 hour(s) Hourly Rate: \$595
Entry No.: 41 Date: 8/2/2016 Lawyer: Jonathan Lee	Task Description: Confer with team re status of case for strategy meeting. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 42 Date: 8/23/2016 Lawyer: Bevin Allen Pike	Task Description: Review and analyze POS of complaint. Task Duration: 0.1 hour(s) Hourly Rate: \$595

Entry No.: 43 Date: 8/25/2016 Lawyer: Bevin Allen Pike	Task Description: Supervise filing of notice of change of address. Task Duration: 0.1 hour(s) Hourly Rate: \$595
Entry No.: 44 Date: 8/29/2016 Lawyer: Jamie Greene	Task Description: Review and analyze related case filed against Defendant and analyze scope of case. Task Duration: 0.3 hour(s) Hourly Rate: \$495
Entry No.: 45 Date: 9/8/2016 Lawyer: Jamie Greene	Task Description: Review and revise content for case website. Task Duration: 0.3 hour(s) Hourly Rate: \$495
Entry No.: 46 Date: 9/12/2016 Lawyer: Bevin Allen Pike	Task Description: Plan and prepare for extension for Defendant's answer. Task Duration: 0.1 hour(s) Hourly Rate: \$595
Entry No.: 47 Date: 9/12/2016 Lawyer: Jonathan Lee	Task Description: Confer with team re request for extension on responsive pleading. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 48 Date: 9/26/2016 Lawyer: Bevin Allen Pike	Task Description: Plan and prepare for CMC statement. Task Duration: 0.1 hour(s) Hourly Rate: \$595
Entry No.: 49 Date: 9/26/2016 Lawyer: Jonathan Lee	Task Description: Communicate with opposing counsel and team re further extension to response deadline. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 50 Date: 9/28/2016 Lawyer: Bevin Allen Pike	Task Description: Review and revise CMC statement. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 51 Date: 9/28/2016 Lawyer: Bevin Allen Pike	Task Description: Supervise service of CMC statement. Task Duration: 0.1 hour(s) Hourly Rate: \$595
Entry No.: 52 Date: 9/28/2016 Lawyer: Jonathan Lee	Task Description: Draft and revise case status statement. Task Duration: 0.6 hour(s) Hourly Rate: \$435
Entry No.: 53 Date: 9/28/2016 Lawyer: Robert Drexler	Task Description: Review and revise CMC statement. Task Duration: 0.2 hour(s) Hourly Rate: \$695
Entry No.: 54 Date: 10/3/2016 Lawyer: Bevin Allen Pike	Task Description: Review and analyze Answer to Complaint. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 55 Date: 10/5/2016 Lawyer: Bevin Allen Pike	Task Description: Prepare for and attend CMC. Task Duration: 0.7 hour(s) Hourly Rate: \$595
Entry No.: 56 Date: 10/12/2016 Lawyer: Bevin Allen Pike	Task Description: Plan and prepare for initial discovery. Task Duration: 0.1 hour(s) Hourly Rate: \$595

Entry No.: 57 Date: 10/13/2016 Lawyer: Bevin Allen Pike	Task Description: Draft and revise internal memo re case status/updates/events. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 58 Date: 10/13/2016 Lawyer: Jonathan Lee	Task Description: Review and revise web content. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 59 Date: 12/21/2016 Lawyer: Jonathan Lee	Task Description: Legal research re related cases. Task Duration: 1.0 hour(s) Hourly Rate: \$435
Entry No.: 60 Date: 12/21/2016 Lawyer: Jonathan Lee	Task Description: Draft and revise discovery requests. Task Duration: 3.0 hour(s) Hourly Rate: \$435
Entry No.: 61 Date: 12/21/2016 Lawyer: Robert Drexler	Task Description: Communicate confer JG re related case and JL re discovery. Task Duration: 1.0 hour(s) Hourly Rate: \$695
Entry No.: 62 Date: 12/22/2016 Lawyer: Jonathan Lee	Task Description: Communicate with opposing counsel and team re status conference. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 63 Date: 12/23/2016 Lawyer: Jonathan Lee	Task Description: Draft and revise additional discovery requests with team. Task Duration: 0.7 hour(s) Hourly Rate: \$435
Entry No.: 64 Date: 12/23/2016 Lawyer: Jonathan Lee	Task Description: Draft and revise discovery for other Defendants. Task Duration: 0.5 hour(s) Hourly Rate: \$435
Entry No.: 65 Date: 12/23/2016 Lawyer: Jonathan Lee	Task Description: Plan and prepare for status conference and next steps with team and opposing counsel. Task Duration: 0.4 hour(s) Hourly Rate: \$435
Entry No.: 66 Date: 12/23/2016 Lawyer: Robert Drexler	Task Description: Review and analyze file re case strategy; call to opposing counsel re CMC and mediation; memo re same. Task Duration: 2.5 hour(s) Hourly Rate: \$695
Entry No.: 67 Date: 12/28/2016 Lawyer: Jonathan Lee	Task Description: Plan and prepare for mediation with opposing counsel and team. Task Duration: 0.5 hour(s) Hourly Rate: \$435
Entry No.: 68 Date: 12/28/2016 Lawyer: Raul Perez	Task Description: Review and analyze strength of claims for mediation. Task Duration: 0.8 hour(s) Hourly Rate: \$725

Entry No.: 69 Date: 12/29/2016 Lawyer: Jonathan Lee	Task Description: Plan and prepare for mediation with team, mediator, opposing counsel. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 70 Date: 12/29/2016 Lawyer: Jonathan Lee	Task Description: Confer with supervising attorney re status of case and intentions for status conference. Task Duration: 1.0 hour(s) Hourly Rate: \$435
Entry No.: 71 Date: 12/30/2016 Lawyer: Jonathan Lee	Task Description: Review and analyze mediator profile reports. Task Duration: 1.6 hour(s) Hourly Rate: \$435
Entry No.: 72 Date: 1/3/2017 Lawyer: Jonathan Lee	Task Description: Communicate with opposing counsel and team re hearing. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 73 Date: 1/4/2017 Lawyer: Jonathan Lee	Task Description: Discuss hearing outcome with team. Task Duration: 0.1 hour(s) Hourly Rate: \$435
Entry No.: 74 Date: 1/4/2017 Lawyer: Jonathan Lee	Task Description: Draft and revise notice of hearing. Task Duration: 0.1 hour(s) Hourly Rate: \$435
Entry No.: 75 Date: 1/19/2017 Lawyer: Jonathan Lee	Task Description: Confer with team and opposing counsel re outstanding discovery. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 76 Date: 1/24/2017 Lawyer: Jonathan Lee	Task Description: Draft and revise mediation discovery letter. Task Duration: 0.6 hour(s) Hourly Rate: \$435
Entry No.: 77 Date: 1/25/2017 Lawyer: Jonathan Lee	Task Description: Communicate with opposing counsel and supervising attorney re mediation and discovery. Task Duration: 0.5 hour(s) Hourly Rate: \$435
Entry No.: 78 Date: 1/25/2017 Lawyer: Robert Drexler	Task Description: Communicate with opposing counsel re outstanding discovery and revise mediation letter. Task Duration: 1.0 hour(s) Hourly Rate: \$695
Entry No.: 79 Date: 1/27/2017 Lawyer: Jonathan Lee	Task Description: Confer with team and opposing counsel re sample size. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 80 Date: 1/27/2017 Lawyer: Robert Drexler	Task Description: Communicate with opposing counsel re mediation data. Task Duration: 0.3 hour(s) Hourly Rate: \$695

Entry No.: 81 Date: 2/7/2017 Lawyer: Jonathan Lee	Task Description: Communicate with opposing counsel and team re mediation plans. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 82 Date: 2/7/2017 Lawyer: Robert Drexler	Task Description: Communicate with opposing counsel regarding mediation; prepare case valuation. Task Duration: 1.0 hour(s) Hourly Rate: \$695
Entry No.: 83 Date: 2/9/2017 Lawyer: Jamie Greene	Task Description: Review and analyze email from attorney R. Drexler re ideas for proposal to work with related case plaintiff's counsel; discuss possible co-counsel terms of agreement with attorney R. Drexler and basis for proposing same. Task Duration: 0.9 hour(s) Hourly Rate: \$495
Entry No.: 84 Date: 2/13/2017 Lawyer: Bevin Allen Pike	Task Description: Plan and prepare for communications with counsel in related matter. Task Duration: 0.3 hour(s) Hourly Rate: \$595
Entry No.: 85 Date: 2/13/2017 Lawyer: Bevin Allen Pike	Task Description: Review and analyze Augustus v. ABM case. Task Duration: 0.4 hour(s) Hourly Rate: \$595
Entry No.: 86 Date: 2/13/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with opposing counsel re mediation. Task Duration: 0.3 hour(s) Hourly Rate: \$595
Entry No.: 87 Date: 2/14/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with opposing counsel re mediation, related action. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 88 Date: 2/14/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate internally re mediation, related action. Task Duration: 0.3 hour(s) Hourly Rate: \$595
Entry No.: 89 Date: 2/14/2017 Lawyer: Bevin Allen Pike	Task Description: Review and analyze related action filed by James Hawkins. Task Duration: 0.4 hour(s) Hourly Rate: \$595
Entry No.: 90 Date: 2/14/2017 Lawyer: Bevin Allen Pike	Task Description: Draft and revise internal memorandum re related action filed by James Hawkins. Task Duration: 0.7 hour(s) Hourly Rate: \$595
Entry No.: 91 Date: 2/15/2017 Lawyer: Bevin Allen Pike	Task Description: Review and revise internal memorandum re related action. Task Duration: 0.4 hour(s) Hourly Rate: \$595

Entry No.: 92 Date: 2/15/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with opposing counsel re related action. Task Duration: 0.1 hour(s) Hourly Rate: \$595
Entry No.: 93 Date: 2/17/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with opposing counsel re mediation. Task Duration: 0.1 hour(s) Hourly Rate: \$595
Entry No.: 94 Date: 2/21/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with opposing counsel re mediation. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 95 Date: 2/21/2017 Lawyer: Bevin Allen Pike	Task Description: Draft and revise internal memo re mediation. Task Duration: 0.3 hour(s) Hourly Rate: \$595
Entry No.: 96 Date: 2/21/2017 Lawyer: Robert Drexler	Task Description: Communicate with partners re mediation and confer with opposing counsel re same. Task Duration: 1.0 hour(s) Hourly Rate: \$695
Entry No.: 97 Date: 2/23/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with opposing counsel, RP re mediation. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 98 Date: 2/23/2017 Lawyer: Bevin Allen Pike	Task Description: Review and analyze summaries of previous CMCs. Task Duration: 0.4 hour(s) Hourly Rate: \$595
Entry No.: 99 Date: 2/24/2017 Lawyer: Raul Perez	Task Description: Review and analyze status of related cases to prepare plan of action. Task Duration: 0.8 hour(s) Hourly Rate: \$725
Entry No.: 100 Date: 2/27/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with R. Drexler, opposing counsel re Mediation. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 101 Date: 2/27/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with counsel from Hawkins' office re joint mediation. Task Duration: 0.3 hour(s) Hourly Rate: \$595
Entry No.: 102 Date: 2/27/2017 Lawyer: Robert Drexler	Task Description: Communicate opposing counsel and Hawkins counsel re mediation. Task Duration: 1.0 hour(s) Hourly Rate: \$695
Entry No.: 103 Date: 2/28/2017 Lawyer: Bevin Allen Pike	Task Description: Review and analyze letter from mediator. Task Duration: 0.2 hour(s) Hourly Rate: \$595

Entry No.: 104 Date: 3/1/2017 Lawyer: Bevin Allen Pike	Task Description: Prepare for and attend case management conference. Task Duration: 0.5 hour(s) Hourly Rate: \$595
Entry No.: 105 Date: 3/1/2017 Lawyer: Jonathan Lee	Task Description: Review and analyze outcome of hearing with team. Task Duration: 0.1 hour(s) Hourly Rate: \$435
Entry No.: 106 Date: 3/13/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with opposing counsel re mediation discovery. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 107 Date: 3/13/2017 Lawyer: Jonathan Lee	Task Description: Plan and prepare for next strategies with team in docket meeting. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 108 Date: 3/15/2017 Lawyer: Bevin Allen Pike	Task Description: Review and revise correspondence re mediation discovery. Task Duration: 0.3 hour(s) Hourly Rate: \$595
Entry No.: 109 Date: 3/15/2017 Lawyer: Jonathan Lee	Task Description: Review and analyze pre-mediation discovery. Task Duration: 3.8 hour(s) Hourly Rate: \$435
Entry No.: 110 Date: 3/16/2017 Lawyer: Bevin Allen Pike	Task Description: Review and analyze communications from expert re data analysis. Task Duration: 0.3 hour(s) Hourly Rate: \$595
Entry No.: 111 Date: 3/16/2017 Lawyer: Jonathan Lee	Task Description: Plan and prepare for analysis with team and expert. Task Duration: 0.4 hour(s) Hourly Rate: \$435
Entry No.: 112 Date: 3/22/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with opposing counsel re format of mediation discovery. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 113 Date: 3/22/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with consultant re mediation discovery. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 114 Date: 3/27/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with Keith Mendes re data analysis. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 115 Date: 3/27/2017 Lawyer: Bevin Allen Pike	Task Description: Confer with team re mediation brief. Task Duration: 0.3 hour(s) Hourly Rate: \$595

Entry No.: 116 Date: 3/27/2017 Lawyer: Jonathan Lee	Task Description: Plan and prepare for next strategies with team. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 117 Date: 3/28/2017 Lawyer: Bevin Allen Pike	Task Description: Plan and prepare for data analysis, confer with JL and consultant. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 118 Date: 3/28/2017 Lawyer: Jonathan Lee	Task Description: Review and analyze records formatting for analysis. Task Duration: 2.0 hour(s) Hourly Rate: \$435
Entry No.: 119 Date: 3/28/2017 Lawyer: Jonathan Lee	Task Description: Draft and revise procedure for records reformatting. Task Duration: 1.5 hour(s) Hourly Rate: \$435
Entry No.: 120 Date: 3/29/2017 Lawyer: Bevin Allen Pike	Task Description: Review and analyze data analysis. Task Duration: 0.3 hour(s) Hourly Rate: \$595
Entry No.: 121 Date: 3/29/2017 Lawyer: Robert Drexler	Task Description: Review and analyze review data produced by Defendant for mediation brief. Task Duration: 0.5 hour(s) Hourly Rate: \$695
Entry No.: 122 Date: 3/31/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with opposing counsel re mediation discovery. Task Duration: 0.1 hour(s) Hourly Rate: \$595
Entry No.: 123 Date: 4/4/2017 Lawyer: Bevin Allen Pike	Task Description: Plan and prepare for call with plaintiff's counsel in related action. Task Duration: 0.4 hour(s) Hourly Rate: \$595
Entry No.: 124 Date: 4/4/2017 Lawyer: Jonathan Lee	Task Description: Plan and prepare for mediation with opposing counsel and team. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 125 Date: 4/4/2017 Lawyer: Robert Drexler	Task Description: Communicate with Hawkins' office re mediation. Task Duration: 0.3 hour(s) Hourly Rate: \$695
Entry No.: 126 Date: 4/5/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with opposing counsel re mediation. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 127 Date: 4/5/2017 Lawyer: Jonathan Lee	Task Description: Confer with team re new opposing counsel. Task Duration: 0.5 hour(s) Hourly Rate: \$435

Entry No.: 128 Date: 4/5/2017 Lawyer: Jonathan Lee	Task Description: Review and analyze time records for violations. Task Duration: 7.6 hour(s) Hourly Rate: \$435
Entry No.: 129 Date: 4/7/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with Greg Mauro re new counsel substituting in. Task Duration: 0.3 hour(s) Hourly Rate: \$595
Entry No.: 130 Date: 4/7/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with new counsel re status of case. Task Duration: 0.4 hour(s) Hourly Rate: \$595
Entry No.: 131 Date: 4/7/2017 Lawyer: Jonathan Lee	Task Description: Draft and revise mediation brief. Task Duration: 6.4 hour(s) Hourly Rate: \$435
Entry No.: 132 Date: 4/7/2017 Lawyer: Jonathan Lee	Task Description: Review and analyze time records for violations. Task Duration: 2.0 hour(s) Hourly Rate: \$435
Entry No.: 133 Date: 4/7/2017 Lawyer: Robert Drexler	Task Description: Communicate with new opposing counsel re mediation and confer with Hawkins re same. Task Duration: 0.9 hour(s) Hourly Rate: \$695
Entry No.: 134 Date: 4/10/2017 Lawyer: Jamie Greene	Task Description: Prepare for and attend meeting with attorney R. Drexler re strategy re amending complaint to add class allegations; review and analyze related case plaintiff and defendant policies. Task Duration: 0.6 hour(s) Hourly Rate: \$495
Entry No.: 135 Date: 4/10/2017 Lawyer: Jonathan Lee	Task Description: Draft and revise meditation brief. Task Duration: 5.1 hour(s) Hourly Rate: \$435
Entry No.: 136 Date: 4/10/2017 Lawyer: Robert Drexler	Task Description: Communicate with opposing counsel re mediation and confer with Hawkins firm re same and call with mediator. Task Duration: 1.0 hour(s) Hourly Rate: \$695
Entry No.: 137 Date: 4/10/2017 Lawyer: Robert Drexler	Task Description: Legal research re law on arbitration and Sonic 1 and 11 cases. Task Duration: 1.5 hour(s) Hourly Rate: \$695
Entry No.: 138 Date: 4/11/2017 Lawyer: Bevin Allen Pike	Task Description: Plan and prepare for mediation with team. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 139 Date: 4/11/2017 Lawyer: Jonathan Lee	Task Description: Legal research re arbitration agreement limits. Task Duration: 2.7 hour(s) Hourly Rate: \$435

Entry No.: 140 Date: 4/11/2017 Lawyer: Robert Drexler	Task Description: Legal research re arbitration agreement and Sonic 1 and 11 re whether clause applies. Task Duration: 1.9 hour(s) Hourly Rate: \$695
Entry No.: 141 Date: 4/12/2017 Lawyer: Jonathan Lee	Task Description: Legal research re operation of arbitration agreement in case. Task Duration: 4.5 hour(s) Hourly Rate: \$435
Entry No.: 142 Date: 4/12/2017 Lawyer: Jonathan Lee	Task Description: Review and analyze time records for violations. Task Duration: 1.7 hour(s) Hourly Rate: \$435
Entry No.: 143 Date: 4/12/2017 Lawyer: Robert Drexler	Task Description: Legal research re arbitration agreement. Task Duration: 0.5 hour(s) Hourly Rate: \$695
Entry No.: 144 Date: 4/13/2017 Lawyer: Bevin Allen Pike	Task Description: Review and analyze communication from mediator that previous date filled so no cancellation fees. Task Duration: 0.1 hour(s) Hourly Rate: \$595
Entry No.: 145 Date: 4/13/2017 Lawyer: Jonathan Lee	Task Description: Review and analyze time records for violations. Task Duration: 6.2 hour(s) Hourly Rate: \$435
Entry No.: 146 Date: 4/13/2017 Lawyer: Robert Drexler	Task Description: Review and analyze memo re course to proceed in light of arbitration fees agreement. Task Duration: 0.5 hour(s) Hourly Rate: \$695
Entry No.: 147 Date: 4/14/2017 Lawyer: Jonathan Lee	Task Description: Review and analyze time records for violations. Task Duration: 7.0 hour(s) Hourly Rate: \$435
Entry No.: 148 Date: 4/17/2017 Lawyer: Bevin Allen Pike	Task Description: Review and analyze mediation discovery analysis. Task Duration: 0.4 hour(s) Hourly Rate: \$595
Entry No.: 149 Date: 4/21/2017 Lawyer: Jonathan Lee	Task Description: Communicate with client re status. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 150 Date: 5/1/2017 Lawyer: Bevin Allen Pike	Task Description: Draft and revise stip to continue CMC. Task Duration: 0.4 hour(s) Hourly Rate: \$595
Entry No.: 151 Date: 5/1/2017 Lawyer: Robert Drexler	Task Description: Communicate with opposing counsel re CMC and send stip to continue same. Task Duration: 1.0 hour(s) Hourly Rate: \$695
Entry No.: 152 Date: 5/2/2017 Lawyer: Bevin Allen Pike	Task Description: Supervise filing of CMC statement. Task Duration: 0.2 hour(s) Hourly Rate: \$595

Entry No.: 153 Date: 5/4/2017 Lawyer: Bevin Allen Pike	Task Description: Review and analyze court order continuing case management conference. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 154 Date: 5/15/2017 Lawyer: Jonathan Lee	Task Description: Plan and prepare for next case strategies with team. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 155 Date: 5/16/2017 Lawyer: Bevin Allen Pike	Task Description: Plan and prepare for mediation discovery with team. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 156 Date: 5/16/2017 Lawyer: Jonathan Lee	Task Description: Plan and prepare for next strategies with team. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 157 Date: 5/17/2017 Lawyer: Jonathan Lee	Task Description: Confer with team re data conversion and analysis process. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 158 Date: 5/26/2017 Lawyer: Bevin Allen Pike	Task Description: Communicate with RP re status of discovery in case. Task Duration: 0.2 hour(s) Hourly Rate: \$595
Entry No.: 159 Date: 5/26/2017 Lawyer: Raul Perez	Task Description: Plan and prepare for mediation. Task Duration: 0.2 hour(s) Hourly Rate: \$725
Entry No.: 160 Date: 6/6/2017 Lawyer: Jonathan Lee	Task Description: Plan and prepare for next strategies with team. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 161 Date: 6/8/2017 Lawyer: Jonathan Lee	Task Description: Confer with team re necessary remaining discovery for mediation. Task Duration: 0.6 hour(s) Hourly Rate: \$435
Entry No.: 162 Date: 6/9/2017 Lawyer: Robert Drexler	Task Description: Review and analyze file re needed info and data re mediation and e-mail to opposing counsel re same. Task Duration: 1.1 hour(s) Hourly Rate: \$695
Entry No.: 163 Date: 6/20/2017 Lawyer: Jonathan Lee	Task Description: Plan and prepare for next strategies with team. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 164 Date: 6/30/2017 Lawyer: Robert Drexler	Task Description: Communicate with opposing counsel re production of data for mediation. Task Duration: 1.0 hour(s) Hourly Rate: \$695

Entry No.: 165 Date: 7/14/2017 Lawyer: Robert Drexler	Task Description: Communicate co-counsel re mediation. Task Duration: 0.3 hour(s) Hourly Rate: \$695
Entry No.: 166 Date: 7/18/2017 Lawyer: Jonathan Lee	Task Description: Communicate with team and opposing counsel re information for mediation. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 167 Date: 7/18/2017 Lawyer: Robert Drexler	Task Description: Communicate with opposing counsel re data needed for mediation. Task Duration: 0.3 hour(s) Hourly Rate: \$695
Entry No.: 168 Date: 7/20/2017 Lawyer: Jonathan Lee	Task Description: Review and analyze time records for violations. Task Duration: 1.5 hour(s) Hourly Rate: \$435
Entry No.: 169 Date: 7/20/2017 Lawyer: Robert Drexler	Task Description: Communicate with opposing counsel re discovery needed for mediation. Task Duration: 0.5 hour(s) Hourly Rate: \$695
Entry No.: 170 Date: 7/24/2017 Lawyer: Jonathan Lee	Task Description: Review and analyze time records for meal period violations. Task Duration: 4.5 hour(s) Hourly Rate: \$435
Entry No.: 171 Date: 7/24/2017 Lawyer: Robert Drexler	Task Description: Review and analyze data from Defendant for mediation. Task Duration: 1.0 hour(s) Hourly Rate: \$695
Entry No.: 172 Date: 7/25/2017 Lawyer: Jonathan Lee	Task Description: Review and analyze time records for violations. Task Duration: 1.0 hour(s) Hourly Rate: \$435
Entry No.: 173 Date: 7/26/2017 Lawyer: Jonathan Lee	Task Description: Review and analyze mediation fee split between parties and counsel. Task Duration: 0.1 hour(s) Hourly Rate: \$435
Entry No.: 174 Date: 7/26/2017 Lawyer: Jonathan Lee	Task Description: Review and analyze time records for meal violations. Task Duration: 3.3 hour(s) Hourly Rate: \$435
Entry No.: 175 Date: 7/27/2017 Lawyer: Jonathan Lee	Task Description: Draft and revise mediation brief. Task Duration: 8.3 hour(s) Hourly Rate: \$435
Entry No.: 176 Date: 7/27/2017 Lawyer: Jonathan Lee	Task Description: Legal research re pre-employment drug test claim. Task Duration: 1.5 hour(s) Hourly Rate: \$435

Entry No.: 177 Date: 7/27/2017 Lawyer: Raul Perez	Task Description: Plan and prepare for mediation. Task Duration: 0.3 hour(s) Hourly Rate: \$725
Entry No.: 178 Date: 7/27/2017 Lawyer: Robert Drexler	Task Description: Draft and revise memo re fee split and confer RP and Hawkins re same. Task Duration: 1.0 hour(s) Hourly Rate: \$695
Entry No.: 179 Date: 7/31/2017 Lawyer: Jonathan Lee	Task Description: Review and revise mediation brief. Task Duration: 2.4 hour(s) Hourly Rate: \$435
Entry No.: 180 Date: 7/31/2017 Lawyer: Raul Perez	Task Description: Review and revise mediation brief. Task Duration: 3.4 hour(s) Hourly Rate: \$725
Entry No.: 181 Date: 7/31/2017 Lawyer: Robert Drexler	Task Description: Review and revise mediation brief; file review re same. Task Duration: 4.9 hour(s) Hourly Rate: \$695
Entry No.: 182 Date: 8/1/2017 Lawyer: Jonathan Lee	Task Description: Review and revise mediation brief. Task Duration: 3.2 hour(s) Hourly Rate: \$435
Entry No.: 183 Date: 8/1/2017 Lawyer: Jonathan Lee	Task Description: Draft and revise negotiation strategy memorandum. Task Duration: 1.5 hour(s) Hourly Rate: \$435
Entry No.: 184 Date: 8/1/2017 Lawyer: Robert Drexler	Task Description: Review and revise and finalize mediation brief. Task Duration: 2.5 hour(s) Hourly Rate: \$695
Entry No.: 185 Date: 8/2/2017 Lawyer: Jonathan Lee	Task Description: Review and revise negotiation strategy memorandum. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 186 Date: 8/2/2017 Lawyer: Raul Perez	Task Description: Communicate with co-counsel re mediation. Task Duration: 0.3 hour(s) Hourly Rate: \$725
Entry No.: 187 Date: 8/2/2017 Lawyer: Raul Perez	Task Description: Review and revise mediation brief. Task Duration: 5.3 hour(s) Hourly Rate: \$725
Entry No.: 188 Date: 8/2/2017 Lawyer: Robert Drexler	Task Description: Draft and revise decision memo and confer co-counsel re fee split. Task Duration: 1.5 hour(s) Hourly Rate: \$695
Entry No.: 189 Date: 8/3/2017 Lawyer: Jonathan Lee	Task Description: Review and revise negotiation strategy memorandum. Task Duration: 0.2 hour(s) Hourly Rate: \$435

Entry No.: 190 Date: 8/3/2017 Lawyer: Raul Perez	Task Description: Review and revise valuation. Task Duration: 3.6 hour(s) Hourly Rate: \$725
Entry No.: 191 Date: 8/3/2017 Lawyer: Raul Perez	Task Description: Review and revise decision memo. Task Duration: 1.2 hour(s) Hourly Rate: \$725
Entry No.: 192 Date: 8/3/2017 Lawyer: Robert Drexler	Task Description: Review and revise and finalize Decision Memo. Task Duration: 0.5 hour(s) Hourly Rate: \$695
Entry No.: 193 Date: 8/4/2017 Lawyer: Jonathan Lee	Task Description: Confer with team re fee split negotiation. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 194 Date: 8/4/2017 Lawyer: Jonathan Lee	Task Description: Communicate with client re status and mediation. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 195 Date: 8/4/2017 Lawyer: Raul Perez	Task Description: Legal research re whether 558 claim is subject to arbitration. Task Duration: 1.3 hour(s) Hourly Rate: \$725
Entry No.: 196 Date: 8/4/2017 Lawyer: Raul Perez	Task Description: Legal research re new legislation requiring unclaimed funds be directed to new fund. Task Duration: 0.8 hour(s) Hourly Rate: \$725
Entry No.: 197 Date: 8/4/2017 Lawyer: Raul Perez	Task Description: Draft and revise MOU. Task Duration: 2.7 hour(s) Hourly Rate: \$725
Entry No.: 198 Date: 8/6/2017 Lawyer: Raul Perez	Task Description: Plan and prepare for mediation (includes travel). Task Duration: 5.4 hour(s) Hourly Rate: \$725
Entry No.: 199 Date: 8/7/2017 Lawyer: Jonathan Lee	Task Description: Review and analyze client time records for violation rates for mediation. Task Duration: 0.5 hour(s) Hourly Rate: \$435
Entry No.: 200 Date: 8/7/2017 Lawyer: Jonathan Lee	Task Description: Communicate with client and team re supporting facts for mediation. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 201 Date: 8/7/2017 Lawyer: Raul Perez	Task Description: Prepare for and attend mediation. Task Duration: 10.8 hour(s) Hourly Rate: \$725
Entry No.: 202 Date: 8/7/2017 Lawyer: Robert Drexler	Task Description: Prepare for and attend mediation and fly to and from Oakland. Task Duration: 18.0 hour(s) Hourly Rate: \$695

Entry No.: 203 Date: 8/8/2017 Lawyer: Eduardo Santos	Task Description: Legal research re analysis re the proposed settlement terms. Task Duration: 1.3 hour(s) Hourly Rate: \$495
Entry No.: 204 Date: 8/9/2017 Lawyer: Robert Drexler	Task Description: Communicate with co-counsel re mediator's proposal. Task Duration: 0.3 hour(s) Hourly Rate: \$695
Entry No.: 205 Date: 8/10/2017 Lawyer: Jonathan Lee	Task Description: Confer with team and related counsel re additional discovery. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 206 Date: 8/10/2017 Lawyer: Raul Perez	Task Description: Communicate with mediator re rejected proposal. Task Duration: 0.3 hour(s) Hourly Rate: \$725
Entry No.: 207 Date: 8/22/2017 Lawyer: Jamie Greene	Task Description: Communicate with staff re correspondence to client. Task Duration: 0.2 hour(s) Hourly Rate: \$495
Entry No.: 208 Date: 8/22/2017 Lawyer: Jonathan Lee	Task Description: Plan and prepare for next strategies with team. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 209 Date: 8/22/2017 Lawyer: Robert Drexler	Task Description: Communicate with RW re litigation arrangement. Task Duration: 0.6 hour(s) Hourly Rate: \$695
Entry No.: 210 Date: 8/23/2017 Lawyer: Jonathan Lee	Task Description: Draft and revise post-mediation status report. Task Duration: 0.5 hour(s) Hourly Rate: \$435
Entry No.: 211 Date: 8/24/2017 Lawyer: Robert Drexler	Task Description: Evidentiary research re and memo re case procedure going forward. Task Duration: 1.4 hour(s) Hourly Rate: \$695
Entry No.: 212 Date: 8/28/2017 Lawyer: Robert Drexler	Task Description: Draft and revise memo re recommended strategy. Task Duration: 0.9 hour(s) Hourly Rate: \$695
Entry No.: 213 Date: 8/29/2017 Lawyer: Jonathan Lee	Task Description: Draft and revise follow-up discovery requests. Task Duration: 1.5 hour(s) Hourly Rate: \$435
Entry No.: 214 Date: 8/29/2017 Lawyer: Robert Drexler	Task Description: Communicate with opposing counsel and court re continued CMC. Task Duration: 0.9 hour(s) Hourly Rate: \$695

Entry No.: 215 Date: 8/30/2017 Lawyer: Robert Drexler	Task Description: Draft and revise stipulation re advancement of CMC. Task Duration: 0.5 hour(s) Hourly Rate: \$695
Entry No.: 216 Date: 9/1/2017 Lawyer: Jonathan Lee	Task Description: Review and revise joint stipulation. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 217 Date: 9/5/2017 Lawyer: Robert Drexler	Task Description: Communicate opposing counsel re stip re CMC. Task Duration: 0.5 hour(s) Hourly Rate: \$695
Entry No.: 218 Date: 9/12/2017 Lawyer: Robert Drexler	Task Description: Communicate co-counsel re issue of service; legal research re same. Task Duration: 0.7 hour(s) Hourly Rate: \$695
Entry No.: 219 Date: 9/13/2017 Lawyer: Bevin Allen Pike	Task Description: Plan and prepare for opposition to motion to compel arbitration. Task Duration: 0.6 hour(s) Hourly Rate: \$595
Entry No.: 220 Date: 9/13/2017 Lawyer: Jonathan Lee	Task Description: Confer with team re status of post-mediation discovery. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 221 Date: 9/13/2017 Lawyer: Robert Drexler	Task Description: Communicate co-counsel re service on PHL. Task Duration: 0.4 hour(s) Hourly Rate: \$695
Entry No.: 222 Date: 9/27/2017 Lawyer: Jonathan Lee	Task Description: Communicate with opposing counsel re discovery response deadlines. Task Duration: 0.1 hour(s) Hourly Rate: \$435
Entry No.: 223 Date: 9/28/2017 Lawyer: Jonathan Lee	Task Description: Confer with team re outstanding discovery issues. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 224 Date: 9/29/2017 Lawyer: Jonathan Lee	Task Description: Communicate with opposing counsel and team re discovery response deadlines. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 225 Date: 9/29/2017 Lawyer: Robert Drexler	Task Description: Communicate with opposing counsel re discovery owed. Task Duration: 0.5 hour(s) Hourly Rate: \$695
Entry No.: 226 Date: 10/4/2017 Lawyer: Raul Perez	Task Description: Draft and revise joint discovery. Task Duration: 0.4 hour(s) Hourly Rate: \$725

Entry No.: 227 Date: 10/23/2017 Lawyer: Jonathan Lee	Task Description: Review and revise discovery meet and confer letter. Task Duration: 2.0 hour(s) Hourly Rate: \$435
Entry No.: 228 Date: 10/24/2017 Lawyer: Jonathan Lee	Task Description: Review and revise meet and confer letter. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 229 Date: 10/24/2017 Lawyer: Robert Drexler	Task Description: Review and revise meet and confer letters and additional discovery seeking time and wage records in Avila and Onofre. Task Duration: 1.5 hour(s) Hourly Rate: \$695
Entry No.: 230 Date: 10/26/2017 Lawyer: Robert Drexler	Task Description: Communicate with opposing counsel re stip to change Avila CMC to November 8 to coincide with Onofre CMC. Task Duration: 0.5 hour(s) Hourly Rate: \$695
Entry No.: 231 Date: 10/31/2017 Lawyer: Jonathan Lee	Task Description: Review and revise joint statement. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 232 Date: 11/3/2017 Lawyer: Jonathan Lee	Task Description: Draft and revise privacy notice. Task Duration: 0.5 hour(s) Hourly Rate: \$435
Entry No.: 233 Date: 11/3/2017 Lawyer: Robert Drexler	Task Description: Communicate and meet and confer with opposing counsel re discovery disputes. Task Duration: 1.5 hour(s) Hourly Rate: \$695
Entry No.: 234 Date: 11/6/2017 Lawyer: Raul Perez	Task Description: Communicate with mediator re status of negotiations. Task Duration: 0.2 hour(s) Hourly Rate: \$725
Entry No.: 235 Date: 11/7/2017 Lawyer: Robert Drexler	Task Description: Plan and prepare for CMC in Onofre and Avila. Task Duration: 1.5 hour(s) Hourly Rate: \$695
Entry No.: 236 Date: 11/8/2017 Lawyer: Jonathan Lee	Task Description: Confer with team re differences in class and employee definitions and claims with related case. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 237 Date: 11/8/2017 Lawyer: Robert Drexler	Task Description: Prepare for and attend CMC; travel re same. Task Duration: 4.9 hour(s) Hourly Rate: \$695
Entry No.: 238 Date: 11/10/2017 Lawyer: Raul Perez	Task Description: Communicate with mediator re status of case. Task Duration: 0.2 hour(s) Hourly Rate: \$725

Entry No.: 239 Date: 11/14/2017 Lawyer: Robert Drexler	Task Description: Communicate confer J Ross re settlement and confer with opposing counsel re Motion to Compel Arbitration. Task Duration: 0.6 hour(s) Hourly Rate: \$695
Entry No.: 240 Date: 11/16/2017 Lawyer: Bevin Allen Pike	Task Description: Plan and prepare for opposition to MTC arbitration with R. Drexler. Task Duration: 0.4 hour(s) Hourly Rate: \$595
Entry No.: 241 Date: 11/16/2017 Lawyer: Jonathan Lee	Task Description: Confer with team re differences in claims between related cases. Task Duration: 0.4 hour(s) Hourly Rate: \$435
Entry No.: 242 Date: 11/17/2017 Lawyer: Jonathan Lee	Task Description: Confer with team re proposed briefing and hearing schedule. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 243 Date: 11/17/2017 Lawyer: Raul Perez	Task Description: Communicate with mediator re settlement options. Task Duration: 0.3 hour(s) Hourly Rate: \$725
Entry No.: 244 Date: 12/1/2017 Lawyer: Robert Drexler	Task Description: Review and analyze review Defendant's Motion to Compel arb in Avila and Motion to Stay Onofre and prepare stip to extend briefing schedule; confer GD re same. Task Duration: 2.9 hour(s) Hourly Rate: \$695
Entry No.: 245 Date: 12/4/2017 Lawyer: Glenn Danas	Task Description: Draft and revise opposition to motion to compel arbitration. Task Duration: 3.3 hour(s) Hourly Rate: \$625
Entry No.: 246 Date: 12/4/2017 Lawyer: Glenn Danas	Task Description: Prepare for and attend meeting to discuss strategy. Task Duration: 1.3 hour(s) Hourly Rate: \$625
Entry No.: 247 Date: 12/4/2017 Lawyer: Jonathan Lee	Task Description: Confer with teams re alternative strategy on arbitration and stay motions. Task Duration: 0.5 hour(s) Hourly Rate: \$435
Entry No.: 248 Date: 12/4/2017 Lawyer: Jonathan Lee	Task Description: Plan and prepare for oppositions to motions with teams. Task Duration: 1.0 hour(s) Hourly Rate: \$435
Entry No.: 249 Date: 12/4/2017 Lawyer: Katherine Kehr	Task Description: Draft and revise plaintiff Avila's opposition to motion to compel arbitration and motion to stay non-arbitrated claims. Task Duration: 10.2 hour(s) Hourly Rate: \$595

Entry No.: 250 Date: 12/4/2017 Lawyer: Robert Drexler	Task Description: Plan and prepare for Opposition to Motion to Compel Arbitration. Task Duration: 1.5 hour(s) Hourly Rate: \$695
Entry No.: 251 Date: 12/5/2017 Lawyer: Glenn Danas	Task Description: Review and analyze drafts of oppositions to motions to compel. Task Duration: 2.6 hour(s) Hourly Rate: \$625
Entry No.: 252 Date: 12/5/2017 Lawyer: Jonathan Lee	Task Description: Communicate with other counsel re briefing schedule stipulation. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 253 Date: 12/5/2017 Lawyer: Katherine Kehr	Task Description: Prepare for and attend conference call with team and counsel for Avila regarding motion to compel his claims to arbitration and to stay non-arbitrated claims. Task Duration: 1.2 hour(s) Hourly Rate: \$595
Entry No.: 254 Date: 12/5/2017 Lawyer: Katherine Kehr	Task Description: Prepare for and attend conference call with team and counsel for defendant regarding pending motions to compel arbitration and to stay as to Avila and Onofre. Task Duration: 0.1 hour(s) Hourly Rate: \$595
Entry No.: 255 Date: 12/5/2017 Lawyer: Katherine Kehr	Task Description: Review and revise Avila's opposition to motion to compel arbitration and motion to stay non-arbitrated claims. Task Duration: 8.7 hour(s) Hourly Rate: \$595
Entry No.: 256 Date: 12/5/2017 Lawyer: Robert Drexler	Task Description: Review and analyze re Opposition to Motion to Compel Arbitration and Stay. Task Duration: 2.0 hour(s) Hourly Rate: \$695
Entry No.: 257 Date: 12/6/2017 Lawyer: Katherine Kehr	Task Description: Review and revise Avila's opposition to motion to compel arbitration and motion to stay non-arbitrated claims. Task Duration: 9.8 hour(s) Hourly Rate: \$595
Entry No.: 258 Date: 12/7/2017 Lawyer: Katherine Kehr	Task Description: Review and revise Avila's opposition to motion to compel arbitration and motion to stay non-arbitrated claims and exchanged emails with Avila's counsel Greg Mauro regarding the same. Task Duration: 7.6 hour(s) Hourly Rate: \$595
Entry No.: 259 Date: 12/8/2017 Lawyer: Jonathan Lee	Task Description: Confer with teams re issues for motion oppositions. Task Duration: 0.7 hour(s) Hourly Rate: \$435
Entry No.: 260 Date: 12/8/2017 Lawyer: Jonathan Lee	Task Description: Legal research re arbitration stays. Task Duration: 5.7 hour(s) Hourly Rate: \$435

Entry No.: 261 Date: 12/8/2017 Lawyer: Katherine Kehr	Task Description: Review and revise Avila's opposition to motion to compel arbitration and motion to stay non-arbitrated claims. Task Duration: 6.4 hour(s) Hourly Rate: \$595
Entry No.: 262 Date: 12/11/2017 Lawyer: Jonathan Lee	Task Description: Draft and revise opposition to motion to stay. Task Duration: 6.5 hour(s) Hourly Rate: \$435
Entry No.: 263 Date: 12/11/2017 Lawyer: Katherine Kehr	Task Description: Review and revise Avila's opposition to motion to compel arbitration and motion to stay non-arbitrated claims. Task Duration: 12.4 hour(s) Hourly Rate: \$595
Entry No.: 264 Date: 12/11/2017 Lawyer: Robert Drexler	Task Description: Review and analyze Opposition to Motion to Compel Arb. Task Duration: 1.2 hour(s) Hourly Rate: \$695
Entry No.: 265 Date: 12/12/2017 Lawyer: Glenn Danas	Task Description: Review and revise opposition to motion to compel arbitration. Task Duration: 5.3 hour(s) Hourly Rate: \$625
Entry No.: 266 Date: 12/12/2017 Lawyer: Jonathan Lee	Task Description: Draft and revise opposition to motion to stay. Task Duration: 7.9 hour(s) Hourly Rate: \$435
Entry No.: 267 Date: 12/12/2017 Lawyer: Katherine Kehr	Task Description: Draft and revise Avila's opposition to motion to compel arbitration and motion to stay non-arbitrated claims and Avila's declaration in support of opposition; communicate with Avila's counsel Greg Mauro and defendant's counsel about the pending arbitratio Task Duration: 10.2 hour(s) Hourly Rate: \$595
Entry No.: 268 Date: 12/12/2017 Lawyer: Katherine Kehr	Task Description: Review and revise Onofre's opposition to motion to stay. Task Duration: 2.4 hour(s) Hourly Rate: \$595
Entry No.: 269 Date: 12/12/2017 Lawyer: Robert Drexler	Task Description: Review and revise Opposition to Motion to Compel Arb and Motion to Stay. Task Duration: 3.0 hour(s) Hourly Rate: \$695
Entry No.: 270 Date: 12/13/2017 Lawyer: Glenn Danas	Task Description: Draft and revise oppositions to motion to compel arb. Task Duration: 5.8 hour(s) Hourly Rate: \$625
Entry No.: 271 Date: 12/13/2017 Lawyer: Jonathan Lee	Task Description: Review and revise opposition to motion to stay. Task Duration: 4.8 hour(s) Hourly Rate: \$435

Entry No.: 272 Date: 12/13/2017 Lawyer: Jonathan Lee	Task Description: Review and revise opposition to motion to compel arbitration. Task Duration: 1.3 hour(s) Hourly Rate: \$435
Entry No.: 273 Date: 12/13/2017 Lawyer: Jonathan Lee	Task Description: Supervise filing and service of opposition briefs. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 274 Date: 12/13/2017 Lawyer: Katherine Kehr	Task Description: Review and revise Onofre's opposition to motion to stay. Task Duration: 1.2 hour(s) Hourly Rate: \$595
Entry No.: 275 Date: 12/13/2017 Lawyer: Katherine Kehr	Task Description: Review and revise Avila's opposition to motion to compel arbitration and motion to stay non-arbitrated claims and Avila's declaration and draft and revise Mauro declaration; communicate with Greg Mauro about the same. Task Duration: 10.8 hour(s) Hourly Rate: \$595
Entry No.: 276 Date: 12/13/2017 Lawyer: Raul Perez	Task Description: Review and analyze motion to compel arbitration and stay to outline opposition. Task Duration: 1.2 hour(s) Hourly Rate: \$725
Entry No.: 277 Date: 12/20/2017 Lawyer: Jonathan Lee	Task Description: Draft and revise further meet and confer letter. Task Duration: 0.9 hour(s) Hourly Rate: \$435
Entry No.: 278 Date: 12/21/2017 Lawyer: Jonathan Lee	Task Description: Review and analyze outstanding discovery and parameters for further meet and confer. Task Duration: 2.1 hour(s) Hourly Rate: \$435
Entry No.: 279 Date: 12/26/2017 Lawyer: Jonathan Lee	Task Description: Review and analyze outstanding discovery requests and responses to narrow issues for meet and confer. Task Duration: 3.0 hour(s) Hourly Rate: \$435
Entry No.: 280 Date: 12/26/2017 Lawyer: Jonathan Lee	Task Description: Draft and revise meet and confer letter. Task Duration: 0.9 hour(s) Hourly Rate: \$435
Entry No.: 281 Date: 12/29/2017 Lawyer: Robert Drexler	Task Description: Communicate with co-counsel and opposing counsel re 2-week continuance of hearing on motion to compel arbitration. Task Duration: 0.5 hour(s) Hourly Rate: \$695
Entry No.: 282 Date: 1/3/2018 Lawyer: Jonathan Lee	Task Description: Draft and revise stipulation to continue motion hearing. Task Duration: 0.3 hour(s) Hourly Rate: \$435

Entry No.: 283 Date: 1/10/2018 Lawyer: Jonathan Lee	Task Description: Communicate with client re status. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 284 Date: 1/16/2018 Lawyer: Jonathan Lee	Task Description: Communicate with opposing counsel re discovery. Task Duration: 0.1 hour(s) Hourly Rate: \$435
Entry No.: 285 Date: 1/23/2018 Lawyer: Jonathan Lee	Task Description: Review and analyze tentative ruling with team. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 286 Date: 1/24/2018 Lawyer: Glenn Danas	Task Description: Plan and prepare for hearing on motion to compel arbitration and motion to stay. Task Duration: 3.1 hour(s) Hourly Rate: \$625
Entry No.: 287 Date: 1/24/2018 Lawyer: Jonathan Lee	Task Description: Legal research re purview of labor commissioner and scope of arbitrable claims. Task Duration: 2.7 hour(s) Hourly Rate: \$435
Entry No.: 288 Date: 1/24/2018 Lawyer: Robert Drexler	Task Description: Plan and prepare for hearing on motion to compel and motion to stay. Task Duration: 5.9 hour(s) Hourly Rate: \$695
Entry No.: 289 Date: 1/25/2018 Lawyer: Glenn Danas	Task Description: Plan and prepare for hearing on motion to compel arbitration. Task Duration: 10.2 hour(s) Hourly Rate: \$625
Entry No.: 290 Date: 1/25/2018 Lawyer: Jonathan Lee	Task Description: Plan and prepare for hearing on motion to compel arbitration with team. Task Duration: 1.3 hour(s) Hourly Rate: \$435
Entry No.: 291 Date: 1/25/2018 Lawyer: Jonathan Lee	Task Description: Legal research re arbitration issues. Task Duration: 2.0 hour(s) Hourly Rate: \$435
Entry No.: 292 Date: 1/25/2018 Lawyer: Jonathan Lee	Task Description: Legal research re waiver argument. Task Duration: 1.5 hour(s) Hourly Rate: \$435
Entry No.: 293 Date: 1/25/2018 Lawyer: Jonathan Lee	Task Description: Legal research re unconscionability argument. Task Duration: 1.0 hour(s) Hourly Rate: \$435
Entry No.: 294 Date: 1/25/2018 Lawyer: Robert Drexler	Task Description: Plan and prepare for motion to compel and stay hearing; confer with G. Danas re same. Task Duration: 6.9 hour(s) Hourly Rate: \$695

Entry No.: 295 Date: 1/26/2018 Lawyer: Glenn Danas	Task Description: Prepare for and attend motion hearing in Santa Ana. Task Duration: 6.2 hour(s) Hourly Rate: \$625
Entry No.: 296 Date: 1/26/2018 Lawyer: Raul Perez	Task Description: Communicate with mediator re settlement in light of Court ruling. Task Duration: 0.4 hour(s) Hourly Rate: \$725
Entry No.: 297 Date: 1/26/2018 Lawyer: Robert Drexler	Task Description: Prepare for and attend hearing on Motion to Compel Arbitration. Task Duration: 5.9 hour(s) Hourly Rate: \$695
Entry No.: 298 Date: 2/14/2018 Lawyer: Raul Perez	Task Description: Communicate with mediator re status of negotiations. Task Duration: 0.2 hour(s) Hourly Rate: \$725
Entry No.: 299 Date: 3/1/2018 Lawyer: Jonathan Lee	Task Description: Confer with team re case status and next strategies. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 300 Date: 3/12/2018 Lawyer: Jonathan Lee	Task Description: Confer with supervising attorneys re status of negotiation. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 301 Date: 3/23/2018 Lawyer: Robert Drexler	Task Description: Review and analyze Defendant's notice of appeal and confer co-counsel re same. Task Duration: 0.5 hour(s) Hourly Rate: \$695
Entry No.: 302 Date: 3/26/2018 Lawyer: Robert Drexler	Task Description: Communicate with client re case status. Task Duration: 0.5 hour(s) Hourly Rate: \$695
Entry No.: 303 Date: 4/3/2018 Lawyer: Glenn Danas	Task Description: Attention to appeal documents filed by Defendant. Task Duration: 1.7 hour(s) Hourly Rate: \$625
Entry No.: 304 Date: 4/26/2018 Lawyer: Jonathan Lee	Task Description: Draft and revise joint status statement. Task Duration: 0.5 hour(s) Hourly Rate: \$435
Entry No.: 305 Date: 4/26/2018 Lawyer: Jonathan Lee	Task Description: Review and revise joint status statement with other counsel. Task Duration: 0.6 hour(s) Hourly Rate: \$435
Entry No.: 306 Date: 4/26/2018 Lawyer: Robert Drexler	Task Description: Review and revise and file joint CMC statement. Task Duration: 1.1 hour(s) Hourly Rate: \$695

Entry No.: 307 Date: 5/2/2018 Lawyer: Jonathan Lee	Task Description: Draft and revise stipulation to affirm stays. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 308 Date: 5/2/2018 Lawyer: Robert Drexler	Task Description: Prepare for and attend CMC, Court stays Avila and Onofre in their entirety pending appeal in Avila. Task Duration: 2.5 hour(s) Hourly Rate: \$695
Entry No.: 309 Date: 5/15/2018 Lawyer: Robert Drexler	Task Description: Review and revise Stip to stay 5 year pending appeal. Task Duration: 0.5 hour(s) Hourly Rate: \$695
Entry No.: 310 Date: 5/16/2018 Lawyer: Jonathan Lee	Task Description: Review and revise with team re stipulations for stays. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 311 Date: 5/17/2018 Lawyer: Jonathan Lee	Task Description: Supervise finalization and filing of stipulations re stays. Task Duration: 0.1 hour(s) Hourly Rate: \$435
Entry No.: 312 Date: 6/12/2018 Lawyer: Jamie Greene	Task Description: Prepare for and attend meeting with team re case valuation, discovery progress, fee share with co-counsel, prior settlement talks and litigation strategy. Task Duration: 0.2 hour(s) Hourly Rate: \$495
Entry No.: 313 Date: 7/3/2018 Lawyer: Glenn Danas	Task Description: Review and revise stipulation for appellate briefing extensions. Task Duration: 1.3 hour(s) Hourly Rate: \$625
Entry No.: 314 Date: 7/6/2018 Lawyer: Robert Drexler	Task Description: Review and revise stipulations re appellate briefing. Task Duration: 0.4 hour(s) Hourly Rate: \$695
Entry No.: 315 Date: 8/21/2018 Lawyer: Jonathan Lee	Task Description: Confer with supervising attorney re status of last negotiation positions. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 316 Date: 8/21/2018 Lawyer: Raul Perez	Task Description: Communicate with Defendant re mediation options. Task Duration: 0.3 hour(s) Hourly Rate: \$725
Entry No.: 317 Date: 8/21/2018 Lawyer: Robert Drexler	Task Description: Communicate with opposing counsel re mediation. Task Duration: 1.0 hour(s) Hourly Rate: \$695
Entry No.: 318 Date: 8/22/2018 Lawyer: Robert Drexler	Task Description: Communicate with opposing counsel and mediator re mediation. Task Duration: 0.8 hour(s) Hourly Rate: \$695

Entry No.: 319 Date: 8/24/2018 Lawyer: Jonathan Lee	Task Description: Participate in strategy meeting with team. Task Duration: 0.1 hour(s) Hourly Rate: \$435
Entry No.: 320 Date: 9/18/2018 Lawyer: Jonathan Lee	Task Description: Draft and revise mediation brief. Task Duration: 7.8 hour(s) Hourly Rate: \$435
Entry No.: 321 Date: 9/20/2018 Lawyer: Jonathan Lee	Task Description: Review and revise mediation brief. Task Duration: 2.3 hour(s) Hourly Rate: \$435
Entry No.: 322 Date: 9/20/2018 Lawyer: Jonathan Lee	Task Description: Draft and revise pre-mediation strategy memorandum. Task Duration: 1.0 hour(s) Hourly Rate: \$435
Entry No.: 323 Date: 9/20/2018 Lawyer: Raul Perez	Task Description: Review and revise updated mediation brief. Task Duration: 2.8 hour(s) Hourly Rate: \$725
Entry No.: 324 Date: 9/20/2018 Lawyer: Robert Drexler	Task Description: Review and revise and finalize mediation brief. Task Duration: 2.3 hour(s) Hourly Rate: \$695
Entry No.: 325 Date: 9/21/2018 Lawyer: Raul Perez	Task Description: Review and revise updated valuation. Task Duration: 1.4 hour(s) Hourly Rate: \$725
Entry No.: 326 Date: 9/21/2018 Lawyer: Raul Perez	Task Description: Review and revise updated settlement term sheet. Task Duration: 1.1 hour(s) Hourly Rate: \$725
Entry No.: 327 Date: 9/21/2018 Lawyer: Robert Drexler	Task Description: Review and revise Decision Memo re mediation. Task Duration: 1.0 hour(s) Hourly Rate: \$695
Entry No.: 328 Date: 9/24/2018 Lawyer: Jonathan Lee	Task Description: Review and analyze document production and updated information for mediation evidentiary support. Task Duration: 4.6 hour(s) Hourly Rate: \$435
Entry No.: 329 Date: 9/24/2018 Lawyer: Raul Perez	Task Description: Review and revise updated decision memo. Task Duration: 0.8 hour(s) Hourly Rate: \$725
Entry No.: 330 Date: 9/24/2018 Lawyer: Robert Drexler	Task Description: Plan and prepare for mediation and travel to Oakland for same. Task Duration: 7.0 hour(s) Hourly Rate: \$695
Entry No.: 331 Date: 9/25/2018 Lawyer: Jonathan Lee	Task Description: Review and revise records analysis re meal violations with and without waivers. Task Duration: 0.9 hour(s) Hourly Rate: \$435

Entry No.: 332 Date: 9/25/2018 Lawyer: Jonathan Lee	Task Description: Review and analyze outcome of mediation with team. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 333 Date: 9/25/2018 Lawyer: Raul Perez	Task Description: Prepare for and attend mediation (includes round trip travel). Task Duration: 15.7 hour(s) Hourly Rate: \$725
Entry No.: 334 Date: 9/25/2018 Lawyer: Robert Drexler	Task Description: Prepare for and attend mediation and return travel to Los Angeles. Task Duration: 11.0 hour(s) Hourly Rate: \$695
Entry No.: 335 Date: 10/8/2018 Lawyer: Jonathan Lee	Task Description: Confer with team re settlement and allocation parameters to propose. Task Duration: 0.4 hour(s) Hourly Rate: \$435
Entry No.: 336 Date: 10/8/2018 Lawyer: Raul Perez	Task Description: Communicate with mediator re settlement options. Task Duration: 0.4 hour(s) Hourly Rate: \$725
Entry No.: 337 Date: 10/8/2018 Lawyer: Robert Drexler	Task Description: Communicate mediator re settlement discussions. Task Duration: 0.6 hour(s) Hourly Rate: \$695
Entry No.: 338 Date: 10/9/2018 Lawyer: Raul Perez	Task Description: Review and revise communication to mediator re key terms of settlement. Task Duration: 0.4 hour(s) Hourly Rate: \$725
Entry No.: 339 Date: 10/9/2018 Lawyer: Robert Drexler	Task Description: Communicate mediator re settlement terms. Task Duration: 1.1 hour(s) Hourly Rate: \$695
Entry No.: 340 Date: 10/15/2018 Lawyer: Raul Perez	Task Description: Communicate with mediator re terms of settlement. Task Duration: 0.6 hour(s) Hourly Rate: \$725
Entry No.: 341 Date: 10/15/2018 Lawyer: Robert Drexler	Task Description: Communicate with mediator re settlement. Task Duration: 0.2 hour(s) Hourly Rate: \$695
Entry No.: 342 Date: 10/23/2018 Lawyer: Raul Perez	Task Description: Review and revise MOU. Task Duration: 0.6 hour(s) Hourly Rate: \$725
Entry No.: 343 Date: 10/29/2018 Lawyer: Eduardo Santos	Task Description: Draft and revise long-form settlement agreement; reviewed correspondence summarizing terms of settlement. Task Duration: 1.2 hour(s) Hourly Rate: \$495

Entry No.: 344 Date: 11/6/2018 Lawyer: Eduardo Santos	Task Description: Draft and revise long-form settlement agreement. Task Duration: 1.2 hour(s) Hourly Rate: \$495
Entry No.: 345 Date: 11/8/2018 Lawyer: Raul Perez	Task Description: Review and revise long-form settlement agreement. Task Duration: 1.3 hour(s) Hourly Rate: \$725
Entry No.: 346 Date: 11/12/2018 Lawyer: Eduardo Santos	Task Description: Review and revise long-form settlement agreement and class notice. Task Duration: 1.6 hour(s) Hourly Rate: \$495
Entry No.: 347 Date: 11/13/2018 Lawyer: Eduardo Santos	Task Description: Attention to finalizing draft of long-form settlement agreement and forwarded to opposing counsel for their review. Task Duration: 0.3 hour(s) Hourly Rate: \$495
Entry No.: 348 Date: 11/13/2018 Lawyer: Eduardo Santos	Task Description: Draft and revise notice of class action settlement and forwarded to co-counsel for their review. Task Duration: 0.8 hour(s) Hourly Rate: \$495
Entry No.: 349 Date: 12/5/2018 Lawyer: Raul Perez	Task Description: Communicate with Defendant re long form. Task Duration: 0.2 hour(s) Hourly Rate: \$725
Entry No.: 350 Date: 12/12/2018 Lawyer: Raul Perez	Task Description: Review and revise notice, order and long form. Task Duration: 1.4 hour(s) Hourly Rate: \$725
Entry No.: 351 Date: 12/20/2018 Lawyer: Eduardo Santos	Task Description: Attention to finalizing long-form settlement agreement and exhibits. Task Duration: 0.3 hour(s) Hourly Rate: \$495
Entry No.: 352 Date: 1/3/2019 Lawyer: Jonathan Lee	Task Description: Communicate with client re settlement. Task Duration: 0.2 hour(s) Hourly Rate: \$435
Entry No.: 353 Date: 1/21/2019 Lawyer: Eduardo Santos	Task Description: Draft and revise motion for preliminary approval. Task Duration: 1.4 hour(s) Hourly Rate: \$495
Entry No.: 354 Date: 1/23/2019 Lawyer: Eduardo Santos	Task Description: Attention to collecting clients' signatures to the long-form settlement agreement. Task Duration: 0.2 hour(s) Hourly Rate: \$495
Entry No.: 355 Date: 1/29/2019 Lawyer: Eduardo Santos	Task Description: Draft and revise motion for preliminary approval of class action settlement. Task Duration: 5.2 hour(s) Hourly Rate: \$495

Entry No.: 356 Date: 1/31/2019 Lawyer: Eduardo Santos	Task Description: Review and analyze R. Drexler's edits and comments to the motion for preliminary approval. Task Duration: 0.7 hour(s) Hourly Rate: \$495
Entry No.: 357 Date: 1/31/2019 Lawyer: Raul Perez	Task Description: Review and revise motion for preliminary approval. Task Duration: 2.3 hour(s) Hourly Rate: \$725
Entry No.: 358 Date: 1/31/2019 Lawyer: Robert Drexler	Task Description: Review and revise motion for preliminary approval. Task Duration: 1.5 hour(s) Hourly Rate: \$695
Entry No.: 359 Date: 2/1/2019 Lawyer: Eduardo Santos	Task Description: Review and revise motion for preliminary approval and sent draft to co-counsel. Task Duration: 1.0 hour(s) Hourly Rate: \$495
Entry No.: 360 Date: 2/1/2019 Lawyer: Jonathan Lee	Task Description: Review and revise motion for preliminary approval. Task Duration: 0.8 hour(s) Hourly Rate: \$435
Entry No.: 361 Date: 2/5/2019 Lawyer: Eduardo Santos	Task Description: Communicate with opposing counsel re motion for preliminary approval and sent opposing counsel a draft of the motion for his review. Task Duration: 0.2 hour(s) Hourly Rate: \$495
Entry No.: 362 Date: 2/8/2019 Lawyer: Eduardo Santos	Task Description: Communicate with R. Drexler re preparation for this morning's status conference. Task Duration: 0.2 hour(s) Hourly Rate: \$495
Entry No.: 363 Date: 3/6/2019 Lawyer: Eduardo Santos	Task Description: Attention to obtaining bids for settlement administration. Task Duration: 0.4 hour(s) Hourly Rate: \$495
Entry No.: 364 Date: 3/6/2019 Lawyer: Eduardo Santos	Task Description: Attention to finalizing motion for preliminary approval of the class action settlement. Task Duration: 0.8 hour(s) Hourly Rate: \$495
Entry No.: 365 Date: 3/8/2019 Lawyer: Eduardo Santos	Task Description: Attention to finalizing and filing motion for preliminary approval of class action settlement. Task Duration: 3.2 hour(s) Hourly Rate: \$495
Entry No.: 366 Date: 4/10/2019 Lawyer: Eduardo Santos	Task Description: Review and analyze tentative ruling which directs Plaintiff to provide supplemental briefing in support of the motion for preliminary approval. Task Duration: 0.7 hour(s) Hourly Rate: \$495

Entry No.: 367 Date: 4/10/2019 Lawyer: Raul Perez	Task Description: Plan and prepare for preliminary approval hearing. Task Duration: 0.7 hour(s) Hourly Rate: \$725
Entry No.: 368 Date: 4/11/2019 Lawyer: Raul Perez	Task Description: Prepare for and attend scheduled hearing on motion for preliminary approval. Task Duration: 2.2 hour(s) Hourly Rate: \$725
Entry No.: 369 Date: 4/11/2019 Lawyer: Raul Perez	Task Description: Review and analyze tentative to preliminary approval and outline response. Task Duration: 0.7 hour(s) Hourly Rate: \$725
Entry No.: 370 Date: 4/29/2019 Lawyer: Eduardo Santos	Task Description: Draft and revise amendment to joint stipulation of class action settlement and release. Task Duration: 0.7 hour(s) Hourly Rate: \$495
Entry No.: 371 Date: 4/30/2019 Lawyer: Eduardo Santos	Task Description: Draft and revise amendment to settlement; amended notice of class action settlement; exclusion form. Task Duration: 2.2 hour(s) Hourly Rate: \$495
Entry No.: 372 Date: 4/30/2019 Lawyer: Eduardo Santos	Task Description: Draft and revise supplemental memorandum of points and authorities in support of the motion for preliminary approval. Task Duration: 1.2 hour(s) Hourly Rate: \$495
Entry No.: 373 Date: 5/1/2019 Lawyer: Raul Perez	Task Description: Review and revise amended settlement, notice and final order. Task Duration: 0.6 hour(s) Hourly Rate: \$725
Entry No.: 374 Date: 5/5/2019 Lawyer: Eduardo Santos	Task Description: Draft and revise supplemental memorandum of points and authorities in support of motion for preliminary approval of class action settlement. Task Duration: 3.2 hour(s) Hourly Rate: \$495
Entry No.: 375 Date: 5/6/2019 Lawyer: Eduardo Santos	Task Description: Draft and revise supplemental memorandum of points and authorities in support of motion for preliminary approval of class action settlement. Task Duration: 2.4 hour(s) Hourly Rate: \$495
Entry No.: 376 Date: 5/7/2019 Lawyer: Eduardo Santos	Task Description: Review and revise supplemental memorandum of points and authorities in support of preliminary approval and circulated to co-counsel for their review. Task Duration: 0.6 hour(s) Hourly Rate: \$495
Entry No.: 377 Date: 5/7/2019 Lawyer: Raul Perez	Task Description: Review and revise approval motion. Task Duration: 1.4 hour(s) Hourly Rate: \$725

Entry No.: 378 Date: 5/13/2019 Lawyer: Eduardo Santos	Task Description: Attention to finalizing amendment to settlement and supplemental memorandum of points and authorities in support of the motion for preliminary approval. Task Duration: 0.6 hour(s) Hourly Rate: \$495
Entry No.: 379 Date: 5/14/2019 Lawyer: Eduardo Santos	Task Description: Attention to finalizing and filing supplemental memorandum of points and authorities in support of preliminary approval. Task Duration: 2.7 hour(s) Hourly Rate: \$495
Entry No.: 380 Date: 5/14/2019 Lawyer: Raul Perez	Task Description: Review and revise proposed order. Task Duration: 0.2 hour(s) Hourly Rate: \$725
Entry No.: 381 Date: 5/14/2019 Lawyer: Robert Drexler	Task Description: Review and revise and finalize supplemental settlement agreement. Task Duration: 1.1 hour(s) Hourly Rate: \$695
Entry No.: 382 Date: 5/21/2019 Lawyer: Raul Perez	Task Description: Plan and prepare for approval hearing. Task Duration: 1.5 hour(s) Hourly Rate: \$725
Entry No.: 383 Date: 5/22/2019 Lawyer: Jonathan Lee	Task Description: Review and analyze order continuing preliminary approval hearing and setting supplemental briefing. Task Duration: 0.3 hour(s) Hourly Rate: \$435
Entry No.: 384 Date: 5/22/2019 Lawyer: Robert Drexler	Task Description: Review and analyze tentative ruling by court re motion for preliminary approval. Task Duration: 0.6 hour(s) Hourly Rate: \$695
Entry No.: 385 Date: 5/23/2019 Lawyer: Eduardo Santos	Task Description: Review and analyze tentative ruling to continue the preliminary approval hearing to allow us to make additional edits to the class notice. Task Duration: 0.6 hour(s) Hourly Rate: \$495
Entry No.: 386 Date: 6/3/2019 Lawyer: Eduardo Santos	Task Description: Draft and revise second supplement in support of the motion for preliminary approval; revised class notice and amendment to settlement. Task Duration: 1.8 hour(s) Hourly Rate: \$495
Entry No.: 387 Date: 6/5/2019 Lawyer: Eduardo Santos	Task Description: Attention to finalizing supplemental memorandum of points and authorities in support of preliminary approval. Task Duration: 1.4 hour(s) Hourly Rate: \$495
Entry No.: 388 Date: 6/5/2019 Lawyer: Raul Perez	Task Description: Review and revise supplemental briefing re approval. Task Duration: 0.5 hour(s) Hourly Rate: \$725

Entry No.: 389 Date: 6/6/2019 Lawyer: Eduardo Santos	Task Description: Attention to finalizing supplemental memorandum of points and authorities for preliminary approval and supervised filing arrangements. Task Duration: 0.8 hour(s) Hourly Rate: \$495
Entry No.: 390 Date: 6/10/2019 Lawyer: Eduardo Santos	Task Description: Attention to finalizing amended proposed order granting preliminary approval. Task Duration: 0.4 hour(s) Hourly Rate: \$495
Entry No.: 391 Date: 6/12/2019 Lawyer: Eduardo Santos	Task Description: Review and analyze tentative ruling on motion for preliminary approval; conferred with R. Drexler and counsel re same; plan and prepare for tomorrow's hearing. Task Duration: 2.1 hour(s) Hourly Rate: \$495
Entry No.: 392 Date: 6/12/2019 Lawyer: Raul Perez	Task Description: Review and analyze tentative on preliminary approval and prepare for hearing. Task Duration: 0.8 hour(s) Hourly Rate: \$725
Entry No.: 393 Date: 6/12/2019 Lawyer: Raul Perez	Task Description: Review and analyze order granting preliminary approval and communicate with administrator re same. Task Duration: 0.3 hour(s) Hourly Rate: \$725
Entry No.: 394 Date: 6/12/2019 Lawyer: Robert Drexler	Task Description: Review and analyze court tentative ruling. Task Duration: 0.4 hour(s) Hourly Rate: \$695
Entry No.: 395 Date: 6/13/2019 Lawyer: Eduardo Santos	Task Description: Plan and prepare for courtcall appearance for the preliminary approval hearing. Task Duration: 0.8 hour(s) Hourly Rate: \$495
Entry No.: 396 Date: 6/14/2019 Lawyer: Eduardo Santos	Task Description: Communicate with clerk re-order granting preliminary approval of class action settlement. Task Duration: 0.2 hour(s) Hourly Rate: \$495
Entry No.: 397 Date: 6/14/2019 Lawyer: Robert Drexler	Task Description: Review and analyze court order granting motion for preliminary approval. Task Duration: 0.5 hour(s) Hourly Rate: \$695
Entry No.: 398 Date: 6/17/2019 Lawyer: Eduardo Santos	Task Description: Communicate with opposing counsel and court clerk re entry of proposed order granting preliminary approval. Task Duration: 0.3 hour(s) Hourly Rate: \$495
Entry No.: 399 Date: 6/21/2019 Lawyer: Eduardo Santos	Task Description: Review and analyze order granting preliminary approval of class action settlement and forwarded to Simpluris to begin administration of settlement. Task Duration: 0.4 hour(s) Hourly Rate: \$495

Entry No.: 400 Date: 6/21/2019 Lawyer: Jonathan Lee	Task Description: Review and revise notice of orders. Task Duration: 0.1 hour(s) Hourly Rate: \$435
Entry No.: 401 Date: 6/28/2019 Lawyer: Jonathan Lee	Task Description: Communicate with law and motion team member re fee split breakdown with co-counsel. Task Duration: 0.1 hour(s) Hourly Rate: \$435
Entry No.: 402 Date: 8/8/2019 Lawyer: Eduardo Santos	Task Description: Draft and revise stipulation to amend schedule for settlement administration. Task Duration: 0.7 hour(s) Hourly Rate: \$495
Entry No.: 403 Date: 8/9/2019 Lawyer: Eduardo Santos	Task Description: Attention to finalizing draft of stipulation to amend schedule for settlement administration; sent draft to opposing counsel. Task Duration: 0.4 hour(s) Hourly Rate: \$495
Entry No.: 404 Date: 8/14/2019 Lawyer: Eduardo Santos	Task Description: Communicate with opposing counsel re finalizing the stipulation re amended schedule for settlement administration. Task Duration: 0.2 hour(s) Hourly Rate: \$495
Entry No.: 405 Date: 8/15/2019 Lawyer: Eduardo Santos	Task Description: Supervise filing of the stipulation to amend the schedule for settlement administration. Task Duration: 0.6 hour(s) Hourly Rate: \$495
Entry No.: 406 Date: 8/29/2019 Lawyer: Eduardo Santos	Task Description: Attention to finalizing settlement class notice for mailing; supervised administration of settlement. Task Duration: 0.8 hour(s) Hourly Rate: \$495
Entry No.: 407 Date: 8/30/2019 Lawyer: Eduardo Santos	Task Description: Review and analyze administrator's calculations and approved same. Task Duration: 0.7 hour(s) Hourly Rate: \$495
Entry No.: 408 Date: 8/30/2019 Lawyer: Raul Perez	Task Description: Review and analyze preliminary calculations. Task Duration: 0.3 hour(s) Hourly Rate: \$725
Entry No.: 409 Date: 9/3/2019 Lawyer: Eduardo Santos	Task Description: Communicate with opposing counsel re pro-rata increase. Task Duration: 0.2 hour(s) Hourly Rate: \$495
Entry No.: 410 Date: 9/20/2019 Lawyer: Jamie Greene	Task Description: Review and analyze inquiry from former employee re wage and hour violations. Task Duration: 0.1 hour(s) Hourly Rate: \$495

Entry No.: 411 Date: 10/2/2019 Lawyer: Eduardo Santos	Task Description: Communicate with class member re inquiry about settlement. Task Duration: 0.2 hour(s) Hourly Rate: \$495
Entry No.: 412 Date: 10/8/2019 Lawyer: Eduardo Santos	Task Description: Draft and revise motions for final approval and attorneys' fees; Mr. Onofre's declaration re enhancement payment; and administrator's declaration. Task Duration: 4.3 hour(s) Hourly Rate: \$495
Entry No.: 413 Date: 10/14/2019 Lawyer: Eduardo Santos	Task Description: Draft and revise motions for final approval and attorneys' fees. Task Duration: 2.8 hour(s) Hourly Rate: \$495
Entry No.: 414 Date: 10/15/2019 Lawyer: Eduardo Santos	Task Description: Review and analyze R. Drexler's comments to the fee motion. Task Duration: 0.4 hour(s) Hourly Rate: \$495
Entry No.: 415 Date: 10/16/2019 Lawyer: Raul Perez	Task Description: Review and revise application for fees and costs. Task Duration: 2.2 hour(s) Hourly Rate: \$725
Entry No.: 416 Date: 10/16/2019 Lawyer: Raul Perez	Task Description: Review and revise motion for final approval. Task Duration: 1.8 hour(s) Hourly Rate: \$725
Entry No.: 417 Date: 10/18/2019 Lawyer: Eduardo Santos	Task Description: Review and revise motions for final approval and attorneys' fees and sent drafts to co-counsel for their review. Task Duration: 0.8 hour(s) Hourly Rate: \$495

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I am employed in the County of Los Angeles. I declare that I am over the age of eighteen (18) and not a party to this action. My business address is: Capstone Law APC, 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

**DECLARATION OF RAUL PEREZ IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS AND EXPENSES, AND CLASS REPRESENTATIVE
ENHANCEMENT PAYMENTS**

Arthur J. McKeon, III Rebecca J. Smith Freeman Mathis & Gary, LLP 550 S. Hope Street, 22nd Floor Los Angeles, California 90071 <i>mreeder@fmglaw.com</i>	Don A. Hernandez Meredith Smith Zuber Lawler & Del Duca LLP 350 S. Grand Ave, 32nd Floor Los Angeles, California 90017 <i>dhernandez@zuberlaw.com</i>
James R. Hawkins Gregory Mauro JAMES HAWKINS APLC 9880 Research Drive, Suite 800 Irvine, CA 92618	

- EXECUTED** this document on October 25, 2017, at Los Angeles, California.


Sandy S. Acevedo

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Attorneys for Plaintiff Robert Onofre

Additional counsel listed on next page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ROBERT ONOFRE, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL, a
California corporation; PHR MANAGEMENT,
INC., a California corporation; KEN REAL
ESTATE LEASE LTD., a business entity of
unknown form; and DOES 1 through 10,
inclusive,

Defendants.

MIGUEL ZALDIVAR AVILA, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL,
business form unknown; TSUBAKI HOTEL
COLLECTION, business form unknown, and
DOES 1-50, inclusive,

Defendants.

Case No.: 30-2016-00861544-CU-OE-CXC

**DECLARATION OF JAMES HAWKINS IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: November 21, 2019

Time: 2:00 p.m.

Place: Department CX102

1 James Hawkins (SBN 192925)
James@jameshawkinsaplc.com
2 Gregory Mauro (SBN 222239)
Greg@jameshawkinsaplc.com
3 James Hawkins, APLC
9880 Research Drive, Suite 200
4 Irvine, CA. 92618
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5 Facsimile: (949) 387-6676
6 Attorneys for Plaintiff Miguel Zaldivar Avila

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DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am one of the attorneys of record for Plaintiffs (“Plaintiffs” or “Class Representatives”) and more specifically Plaintiff Miguel Zaldivar Avila, who filed this class action on behalf of the Class. I submit this declaration in support of the motion for final approval (“Motion”) of the Settlement and attorneys’ fees, costs and class representative enhancements. I am a partner at James Hawkins APLC. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. The class notice has been delivered to all class members and the reaction of the class supports final approval. To date, only two individuals have opted out of the Settlement Class and no Class Members objected to the Settlement. Accordingly, the entire Net Settlement Amount will be disbursed to all 456 Participating Class Members, resulting in an average payment of approximately \$2,960, and a highest payment of approximately \$7,585.

3. Based upon Class Counsel’s independent investigations and evaluations, after taking into account the sharply disputed factual and legal issues involved in this matter, Defendants’ defenses, the risks attending further prosecution, the discovery and investigation conducted to date, and the substantial benefits received under the Settlement, I respectfully believe that the proposed Settlement for the consideration and on the terms set forth therein is fair, reasonable and adequate and is in the best interests of Plaintiffs and the Class Members as detailed in the motion for final approval and supporting declarations, and the Court should grant final approval.

4. On October 3, 2017, Plaintiff, Avila propounded form and special interrogatories and a request for production of documents. Defendant responded to Avila’s written discovery in January 2017. Additional information was exchanged by the parties, subject to a mediation privilege, to ensure that the parties had all information needed to analyze the strengths and weaknesses of the claims and the monetary exposure of the claims, including time punch and pay records.

1 5. Plaintiffs were able to share with Plaintiffs' Counsel their intimate understanding
2 of Defendants' policies and practices, and how these policies and practices were instituted on a
3 daily basis. In addition to informing Plaintiffs' Counsel's initial evaluation of the lawsuit, the
4 information that Plaintiffs and other employees provided also influenced Plaintiffs' Counsel's
5 formal discovery efforts, including written discovery

6 6. The written discovery led to the production of considerable evidence, including
7 the policies and practices directly at issue, as well as those policies and procedures that
8 potentially affected Defendants' ability to comply with the Labor Code. I and my team
9 analyzed over 2,800 pages of documents that were produced by Defendants, including time and
10 wage records. Based on my review of discovery produced by Defendants, I and my team were
11 able to persuasively pinpoint the problematic policies and procedures that would ultimately
12 have formed the backbone of the motion for class certification. These documents also enabled
13 me and my team to determine Defendants' potential exposure for damages and penalties.

14 7. I and my team investigated the claims at issue, which included: (1) determining
15 Plaintiffs' suitability as putative representatives through interviews, background
16 investigations, and analyses of their employment files and related records; (2) evaluating all of
17 Plaintiffs' potential representative claims; (3) researching similar wage and hour class actions
18 as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing a
19 time and wage records; (5) researching settlements in similar cases; (6) evaluating Plaintiff's
20 claims and estimating Defendant's liability for purposes of settlement; (7) drafting the
21 mediation brief; and (8) participating in the mediation.

22 8. I and my firm have a great deal of experience in wage and hour class action
23 litigation. I have been certified and approved as class counsel in many other wage/hour class
24 actions, and I am currently litigating numerous others before federal and state courts. Although
25 not an all-inclusive list, over the years I have prosecuted the following class action matters as
26 lead and/or co-lead counsel, all of which implicated similar law and facts to those associated
27 with this Action:

28 a. ***Carey, et. al. v. Arthur J. Gallagher, et. al.***, USDC, SOUTHERN DISTRICT-

Case No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-classification of insurance claims adjusters employed by Gallagher Bassett, a third party administrator (TPA) in the State of California. Certification granted. Plaintiffs' counsel co-lead counsel.

- b. ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-04554. Wage and Hour Class Action case seeking past wages for “off the clock”, overtime and meal and rest break violations for production workers in the State of California. Plaintiff’s Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- c. ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW. Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail employees in the State of California. Plaintiff’s counsel appointed co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- d. ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No. SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail employees in the State of California. Plaintiff’s Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.
- e. ***West v Iron Mountain Information Management, Inc, et. al.;*** Los Angeles County Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for driver employees in the State of California. Settlement for “binding arbitration.” Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiff’s counsel lead trial counsel and class counsel.
- f. ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime, meal and rest breaks violations for production employees in the State of California. Plaintiff’s counsel appointed as lead

counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

g. ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production employees in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

h. ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break violations for restaurant employees in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted and funds fully distributed.

i. ***Padron v. Universal Protection Service, et al.***, Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for security officers in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

j. ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for meal and rest break violations for security officers employed by defendant in the State of California. Plaintiff's counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.

k. ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for housekeepers employed by defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

l. ***Ruiz, et al. v. Unisource Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT,

Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period violations for non-exempt employees employed by defendant in the state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has petitioned the Court for Lead Counsel.

m. ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field and branch employees of defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

n. ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

o. ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations for security guards employed by defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

p. ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break violations for production employees employed by defendant in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

q. ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break violations for restaurant employees employed by defendant in the State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

- 1 r. ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No.
2 BC 330145. Wage and Hour Class Action seeking past wages of overtime for
3 mis-classification of managers employed by Defendant, DBA Carl's Jrs. in the
4 State of California. Plaintiff's counsel appointed as co-lead counsel. Case
5 settled, Final Approval granted, no objections and funds fully distributed.
- 6 s. ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case
7 No. CGC-07-461612. Wage and Hour Class Action
8 seeking past wages for meal and rest break violations for retail employees
9 employed by defendant in the State of California.
10 Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted,
11 no objections and funds fully distributed.
- 12 t. ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case
13 No. 07CC00015. Wage and Hour Class Action seeking past wages of overtime
14 for mis-classification of managers employed by Defendant in the State of
15 California. Plaintiff's counsel appointed lead counsel. Case settled, Final
16 Approval granted, no objections and funds fully distributed.
- 17 u. ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court,
18 Case No. 07CC01347. Wage and Hour Class Action seeking past wages for
19 overtime, meal and rest break violations for production workers employed by
20 defendant in the State of California. Plaintiff's counsel appointed lead counsel.
21 Cased settled, Final Approval granted, no objections and funds fully distributed.
- 22 v. ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court,
23 Case No. BC387088. Wage and Hour Class Action seeking past wages for
24 overtime, meal and rest period violations for production employees employed by
25 defendant in the State of California. Plaintiff counsel appointed as lead counsel.
26 Case settled, Final Approval granted, no objections and funds fully distributed.
- 27 w. ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and***
28 ***Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545. Wage and Hour
 Class Action seeking past wages for overtime, meal and rest period violations for

1 security guards employed by defendant in the State of California. Certification
2 granted. Plaintiff's counsel appointed as co-lead counsel. Writ taken. Court
3 stays action pending Appellate Court ruling. Court of Appeal issues stay.

4 9. Here, the Parties' agreement to pay Class Counsel Fees of 30% of the
5 settlement amount is reasonable. The fees requested are even more reasonable due to the
6 increase in the settlement, and no increase in our fee request. The fee request now is 30% of the
7 settlement amount due to the increased settlement amount. My firm and I, along with co-
8 counsel have been the only counsel to represent Plaintiffs and the Settlement Class in this
9 matter, and we have borne the entire risk and cost of this litigation on a pure contingency fee
10 basis. The legal issues raised in this case are complex and drew significantly upon my
11 experience and the extensive review and analysis of documents and information by me and
12 others at my firm. In a complex action such as this, the proposed attorneys' fees are, at the very
13 least, on the low side of the market rate for contingency fees.

14 10. A review of our firm's detailed billing system reveals that to date, our firm as
15 Class Counsel, on behalf of Plaintiffs and the Settlement Class Members, invested approximately
16 319.30 documented hours and approximately 40 hours of undocumented hours litigating this
17 matter through the date of this declaration. Based on those hours, my firm has incurred the
18 following attorney lodestar hours of approximately \$274,736.00 in fees, broken down as follows:
19 my rate of \$850 per hour x 164.70 hours = \$139,995; Gregory Mauro's rate of \$800 per hour x
20 119.40 documented hours and 40 undocumented hours = \$127,520; Michael Calvo's rate of \$450
21 per hour x 1.40 hours = \$630; and paralegal Melissa Whitson's hourly rate of \$195 X 33.80
22 = \$6,591. Attached hereto as Exhibit 1 is a true and correct copy of our firms billing statements.

23 11. In addition to the requested attorneys' fees, our office has expended
24 approximately \$14,284.44 in costs in prosecuting this action. These costs have been necessary
25 costs associated with prosecution of this important matter. Counsel for Plaintiffs respectfully
26 request the Court grant the request to have these costs repaid from the Settlement. Attached
27 as Exhibit 2 is a true and correct copy of Class Counsel's costs bill.

28 12. Despite the complexity of the case, Class Counsel has, through the investment of

1 substantial effort and the resources of our law firm, been able to secure an
2 outstanding settlement on behalf of the Class Members. Plaintiffs would have faced
3 substantial legal and factual obstacles in demonstrating that class certification was appropriate,
4 and the difficulties inherent in managing and marshalling evidence for class action claims are
5 exponentially multiplied when dealing with such a large number of employees. Plaintiffs will
6 also be required to establish a significant amount of witness testimony, pattern and practice
7 evidence, statistical evidence, sampling evidence, expert testimony, and other evidence in order
8 to evaluate and present arguments at both class certification and trial. The further conduct of
9 this litigation will likely span several additional years and require the dedication of extensive
10 resources to first establish complex class certification and then to establish the merits of all class
11 claims at trial or through contested motion practice.

12 13. Based upon my experience in litigating wage and hour class actions, and the
13 class response, I am of the opinion that the proposed Settlement continues to be fair reasonable
14 and adequate and in the best interest of the Class Members, and the Court should grant final
15 approval of the Settlement along with the requested fees, costs and enhancements.

16 I declare under penalty of perjury that the foregoing is true and correct. Executed on
17 this 22nd day of October, 2019 at Irvine, California.

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19 JAMES HAWKINS, ESQ.
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EXHIBIT 1

Time Ticket Diary Report

Report Date: 10/23/2019
 Report Time: 11:18AM
 Page: 1 of 11
 User ID: Mauro

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 10/23/2019
 Timekeeper: All
 Client: MAJESTIC Miguel Zaldivar Avilia
 Matter: JRH 3279 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel
 Billing Type: All
 Task Code: All
 Hold Status: All (both Held and Non-Held)
 Billing Status: Unbilled Only
 Sorted by: Timekeeper,Date,Client

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
GEM	Greg Mauro									
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	08/17/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel prep complaint-conf call with client-	2	5.80	4,640.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	08/17/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel conf with client for drafting complaint-client to drop off wage statements today	1	1.40	1,120.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	08/26/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel draft complaint-review intake-send for filing-prep LWDA letter re same. revioew case intake file and research defendants.	3	6.20	4,960.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	12/15/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel prep amended complaint-prep crs to D re same-conf with D re same-	5	1.60	1,280.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	12/15/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel review notice of related case and answer-prep CMC report-prep crs to D re same.	4	2.40	1,920.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	12/16/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel review related case-review crs from D re revisions to CMC-prep FAC and stipulation-prep crs to D re same-prep LWDA letter-Amended Notice-send for filing and service-	6	2.60	2,080.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	12/19/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel conf with counsel re intial cmc and stip to file FAC-	9	0.90	720.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	12/19/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel prep crs to D re same.	8	0.70	560.00	BL			No	Unbilled

Time Ticket Diary Report

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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	12/19/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	7	5.80	4,640.00	BL			No	Unbilled
		review case file-prep discovery-send for service-								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	12/21/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	10	1.40	1,120.00	BL			No	Unbilled
		prep for and hold initial cmc via courtcall. D did not show up-								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	12/22/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	11	1.30	1,040.00	BL			No	Unbilled
		review court order re filing FAC-prep notice re same-send FAC for filing and service								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	12/22/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	12	0.80	640.00	BL			No	Unbilled
		prep notice of continued cmc-send for filing and service								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	01/04/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	13	2.00	1,600.00	BL			No	Unbilled
		prep for/travel and attend CMC								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	01/19/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	14	3.90	3,120.00	BL			No	Unbilled
		prep written discovery to PHR Managment- conf with D re ADR-prep crs to related case re same-								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	02/27/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	15	3.10	2,480.00	BL			No	Unbilled
		email related case Drexler-conf with Gorman-exchange multiple crs re mediation-conf re discovery-review mediation letter re informal discovery-review our discovery propounded-								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	03/07/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	103	4.80	3,840.00	BL			No	Unbilled
		review discovery and prep meet and confer re discovery responses and documents-								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	03/15/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	17	6.50	5,200.00	BL			No	Unbilled
		review mediation discovery-prep crs to D re same-								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	04/04/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	18	8.50	6,800.00	BL			No	Unbilled
		review mediation documents-review claims-conf with client re same-create discovery spreadsheet-exchange crs with Drexler re conf call.								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	05/09/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	19	1.40	1,120.00	BL			No	Unbilled
		prep SC -exchange multiple emails with D-conf with D re same								

Time Ticket Diary Report

Report Date: 10/23/2019
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 User ID: Mauro

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	08/03/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel prep mediation brief-prep for mediation.	96	6.70	5,360.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	08/04/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel continued prep for mediation. review of multiple documents.	97	7.40	5,920.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	08/07/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel attend mediation-travel-prep	20	18.00	14,400.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	08/09/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel conf with client re mediator proposal-	21	1.20	960.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	11/21/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel review discovery responses to RFA and Form Rogs by PHR Management-	102	2.70	2,160.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	12/12/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel review opp to MTC-make revisions to and prep declaration ISO opp. prep declaration re same.	104	4.30	3,440.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	12/13/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel continued revisions to opp to MTC arb- ***** This is a Write-Down of Ticket # 105 *****	106	0.40	0.00	NB			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	12/13/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel continued revisions to opp to MTC arb-	105	2.00	1,600.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	01/26/2018 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel Prep and attendance of MTC Arb Hearing	24	2.40	1,920.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	12/28/2018 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel conf with client re settlement agreement.-	99	1.40	1,120.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	12/31/2018 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel conf with client re agreement-review signature to agreement.	100	0.40	320.00	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 10/23/2019
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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	01/23/2019 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel review signature to agreement by Onofre-conf internal re plan for prelim approval.	101	0.90	720.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	02/05/2019 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel prep docs for prelim approval-	98	4.10	3,280.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	10/23/2019 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel multiple exchange with co counsel re motion for final approval. Multiple crs with admin re same. conf with client re same-	95	6.40	5,120.00	BL			No	Unbilled
Totals For:GEM				119.40	95,200.00					

JRH James Hawkins

MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	02/01/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel phone call w/ potential client; memo to file; email MLW re same	26	1.00	850.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	02/04/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel meeting w/ client; intake; retainer and client docs	29	4.00	3,400.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	02/20/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel further due diligence and phone call w/ client	31	2.00	1,700.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	03/10/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel meet w/ client re additional docs and phone call w/ potential witness	32	1.90	1,615.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	03/25/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel office meeting re new case, violations; complaint and venue filing	33	1.50	1,275.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	04/15/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel strategy discussions w/ GEM re new case; further due diligence	34	2.10	1,785.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	06/10/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel phone call w/ client and review of docs	35	0.80	680.00	BL			No	Unbilled

Time Ticket Diary Report

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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	07/06/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel discussions w/ GEM re compliant; email MLW re same; crs, memo to file	36	0.80	680.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	08/08/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel receipt of additional docs; review aNotice of Deposition further research; memo to file	38	1.70	1,445.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	08/22/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel further revisions to complaint and further due diligence	40	1.00	850.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	08/26/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel multiple crs re filing of complaint	41	0.40	340.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	08/30/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel crs and discussions re LWDA	43	0.60	510.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	10/30/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel crs re request to continue	46	0.40	340.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	11/16/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel minute order	50	0.30	255.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	12/15/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel email and crs w/ MLW re jury fees	51	0.30	255.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	12/15/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel FAC; redline revisions; discussions w/ GEM re same	52	1.50	1,275.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	12/21/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel prep and attend courtcall	49	1.60	1,360.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	02/27/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel Conference with counsel prep re same	16	2.50	2,125.00	BL			No	Unbilled

Time Ticket Diary Report

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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	03/01/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	56	0.90	765.00	BL			No	Unbilled
		prep and call for status conf								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	03/03/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	57	1.00	850.00	BL			No	Unbilled
		multiple crs re mediation								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	03/05/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	58	1.70	1,445.00	BL			No	Unbilled
		strategy discussions re mediation w/ GEM re same								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	04/11/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	60	0.50	425.00	BL			No	Unbilled
		multiple crs re mediation; travel and calendar								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	05/08/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	62	0.60	510.00	BL			No	Unbilled
		crs and strategy discussions w/ IYF re status conf								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	05/10/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	63	0.60	510.00	BL			No	Unbilled
		crs and conf re status conf								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	06/20/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	65	1.50	1,275.00	BL			No	Unbilled
		conf and meeting re mediation w/ GEM								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	07/28/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	66	5.00	4,250.00	BL			No	Unbilled
		begin to prep for mediation								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	07/30/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	67	6.40	5,440.00	BL			No	Unbilled
		review and prep for mediation; due diligence								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	08/01/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	69	6.70	5,695.00	BL			No	Unbilled
		begin to review damages and start damage model; continue to review docs								
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	08/02/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	70	7.00	5,950.00	BL			No	Unbilled
		continue damage model; analysis; strategy discussions w/ GEM; memo								

Time Ticket Diary Report

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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	08/03/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel finalize damage model; analysis of damages; review and discussions w/ GEM re same	72	8.00	6,800.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	08/04/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel phone call w/ client re status; continue to due diligence for mediation prep	73	6.00	5,100.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	08/05/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel conf re mediation; strategy and further due diligence	74	5.80	4,930.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	08/06/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel review of file and docs; strategy	76	7.70	6,545.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	08/07/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel travel for mediation and prep and attend	77	19.00	16,150.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	08/08/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel travel from mediation; crs w/ mediator	78	6.00	5,100.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	08/10/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel Confer with Mediator, conference call with co counsel, prep re same	22	1.10	935.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	08/23/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel redline revisions to complaint	79	1.50	1,275.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	09/01/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel phone call w/ client re status and settlement	80	1.00	850.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	11/30/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel crs re motion to compel; strategy	81	1.30	1,105.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	12/27/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel FAC	53	0.30	255.00	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 10/23/2019
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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	03/25/2018 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel redline revisions to prelim motion and docs	90	2.00	1,700.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	05/02/2018 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel crs re courtcall and prep	83	0.60	510.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	09/20/2018 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel prep for second mediation	84	5.00	4,250.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	09/21/2018 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel analysis of damages; crs w/ GEM re same	85	6.00	5,100.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	09/23/2018 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel continue to prep and due diligence for second mediation	87	4.80	4,080.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	09/24/2018 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel review docs; prep and strategy re mediation	88	4.00	3,400.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	09/25/2018 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel prep; review and participate in mediation	89	11.00	9,350.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	05/01/2019 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel phone call w/ client re status	91	0.80	680.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	10/10/2019 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel crs; strategy and redline revisions to final	92	1.50	1,275.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	10/20/2019 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel approx of hours needed for case wrap up	93	15.00	12,750.00	BL			No	Unbilled

Totals For: JRH

164.70

139,995.00

MC Michael Calvo

Time Ticket Diary Report

Report Date: 10/23/2019
 Report Time: 11:18AM
 Page: 9 of 11
 User ID: Mauro

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	10/03/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel Conferred with Greg and compiled discovery requests and responses and the parties' agreements regarding discovery to be sent over to Natalie.	23	0.40	180.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	05/02/2018 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel Court call appearance for further status conference.	25	1.00	450.00	BL			No	Unbilled
Totals For:MC				1.40	630.00					
MLW	Melissa Whitson									
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	02/01/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel email from JRH and calendar	27	0.30	58.50	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	02/04/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel assist JRH w/ client meeting; intake and client docs; open case on network and scan docs	30	4.50	877.50	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	08/07/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel scan additional docs; email JRH re same; calendar	37	0.70	136.50	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	08/26/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel prep docs and file complaint; calendar	42	0.50	97.50	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	08/30/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel prep and mail LWDA	44	0.40	78.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	10/25/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel prep and send fedex	45	0.40	78.00	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	11/08/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel prep docs and file	47	0.30	58.50	BL			No	Unbilled
MAJESTIC Miguel Zaldivar Avila Time Ticket Text:	JRH 3279	11/15/2016 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel schedule courtcall; confirm and calendar	48	0.50	97.50	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 10/23/2019
 Report Time: 11:18AM
 Page: 10 of 11
 User ID: Mauro

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	02/20/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	55	0.40	78.00	BL			No	Unbilled
		prep docs and file								
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	03/08/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	59	0.40	78.00	BL			No	Unbilled
		email receipt from JRH re mediation; calendar; memo								
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	04/11/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	61	1.00	195.00	BL			No	Unbilled
		crs re travel for mediation w/ JRH; arrange and confirm								
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	07/30/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	68	5.00	975.00	BL			No	Unbilled
		assist JRH w/ mediation								
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	08/02/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	71	5.00	975.00	BL			No	Unbilled
		continue to assist JRH w/ mediation prep; mediation binders; prep docs								
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	08/05/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	75	4.00	780.00	BL			No	Unbilled
		further assistance w/ mediation								
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	12/27/2017 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	54	0.40	78.00	BL			No	Unbilled
		prep and file FAC								
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	04/27/2018 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	82	0.50	97.50	BL			No	Unbilled
		schedule; confirm and calendar courtcall								
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	09/21/2018 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	86	4.50	877.50	BL			No	Unbilled
		assist JRH w/ mediation prep								
MAJESTIC Miguel Zaldivar Avilia Time Ticket Text:	JRH 3279	10/20/2019 Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel	94	5.00	975.00	BL			No	Unbilled
		estimation of time for case closure								
Totals For:MLW				33.80	6,591.00					

Time Ticket Diary Report

JAMES HAWKINS APLC

Report Date: 10/23/2019

Report Time: 11:18AM

Page: 11 of 11

User ID: Mauro

Client Number	Matter	Date	Ticket	Hours	Amount	Type	Task	Activity	Held	Billing Status
Client Name	Number	Matter Description	Number				Code	Code		

Timekeepers Totals

Timekeeper:	GEM	Type	Unbilled
		Billable Hours	119.00
		Non-Billable Hours	0.40
		Total For GEM	119.40
Timekeeper:	JRH	Type	Unbilled
		Billable Hours	164.70
		Total For JRH	164.70
Timekeeper:	MC	Type	Unbilled
		Billable Hours	1.40
		Total For MC	1.40
Timekeeper:	MLW	Type	Unbilled
		Billable Hours	33.80
		Total For MLW	33.80

Firm Totals

TYPE	Unbilled
Billable Hours	318.90
Non-Billable Hours	0.40
Grand Total:	319.30

EXHIBIT 2

Matter Billing Detail

Report Date: 10/23/2019
 Report Time: 9:45AM
 Page: 1 of 4
 User ID: Miccolis

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 10/23/2019
Client: MAJESTIC - Miguel Zaldivar Avilia
Matter: JRH 3279 - Majestic Garden Hotel- Miguel Zaldivar Avila v. Majestic Hotel

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
08/26/2016	ONE	One Legal Services- Complaint, Summons, Civil Case Cover- In# 00791102	\$1,482.26		Unbilled				
08/29/2016	ONE	One Legal Services- Summons- In# 00792315	\$9.95		Unbilled				
08/30/2016	FIL	Filing Fee check to LWDA CK#6847	\$75.00		Unbilled				
10/25/2016	FED	FED EX- Service of complaint and civil case cover sheet....	\$66.49		Unbilled				
11/08/2016	ONE	One Legal Services- Request to Continue SC;Proposed Order- In#00852778	\$9.95		Unbilled				
11/15/2016	CCL	Court Call- Initial Status Conf 12/21/16- GEM	\$86.00		Unbilled				
11/16/2016	ONE	One Legal Services- Notice of Minute Order- In#00859030	\$19.85		Unbilled				
11/16/2016	ONE	One Legal Services- Proposed Order Regarding Request to Continue Status Conf- In#00858618	\$20.52		Unbilled				
11/17/2016	ONE	One Legal Services- Notice of Acknowledgment of receipt- In#00860350	\$19.85		Unbilled				
12/15/2016	ONE	One Legal Services- Notice of Payment of Advance Jury fees- In#00883433	\$173.75		Unbilled				
12/19/2016	ONE	One Legal Services- Joint initial CMC Report- In#00884913	\$19.85		Unbilled				
12/19/2016	FIL	Filing Fee Amended LWDA letter CK#7644	\$75.00		Unbilled				
12/20/2016	ONE	One Legal Services-Stipulation to file first amended complaint; proposed order-In#00886654	\$30.47		Unbilled				
12/22/2016	ONE	One Legal Services- Notice of Entry of Order; Notice of Filing First Amended Class Action In# 00889183	\$9.95		Unbilled				
12/22/2016	ONE	One Legal Services-Notice of Further Status Conference- In# 00889119	\$9.95		Unbilled				
12/27/2016	ONE	One Legal Services-First Amended Class Action Complaint- In#00890755	\$9.95		Unbilled				
01/04/2017	ONE	One Legal Services-Notice of Further Status Conference-in#00896675	\$9.95		Unbilled				
01/19/2017	CRT	Court Documents- Complaint related case	\$12.40		Unbilled				
02/20/2017	CCL	Court Call- Status Conf 3/1/17- GEM	\$86.00		Unbilled				

Matter Billing Detail

Report Date: 10/23/2019
Report Time: 9:45AM
Page: 2 of 4
User ID: Miccolis

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
02/27/2017	ONE	One Legal Services-Joint SC Report-In#00944113	\$19.85		Unbilled				
03/02/2017	ONE	One Legal Services-Notice of Further Status Conference- in#00948185	\$9.95		Unbilled				
03/08/2017	MED	Mediation Services- August 7 2017 CK#7031 Jeffery Ross	\$4,000.00		Unbilled				
04/11/2017	TE	Travel Expenses- Airfare for Mediation 8/7/17- GEM	\$497.96		Unbilled				
05/09/2017	ONE	One Legal Services- Joint Case Management Report IN #01012375	\$19.85		Unbilled				
05/10/2017	ONE	One Legal Services- Notice Of Continued Status Conference IN #01013410	\$9.95		Unbilled				
05/10/2017	CCL	Court Call- Status Conference-5/10/17-IYF	\$86.00		Unbilled				
05/25/2017	SCN	Scanning-Ntc of Change of Address	\$0.75		Unbilled				
08/07/2017	MPD	Mediation Per Diem- Mediation 08.07.17- GEM	\$11.02		Unbilled				
08/07/2017	PRK	Parking Fee- Mediation Parking in San Fran GEM	\$25.00		Unbilled				
08/14/2017	FED	FED EX- joint atty fee split	\$28.63		Unbilled				
08/15/2017	CCL	Court Call- Status Conference11/08/17- MC	\$86.00		Unbilled				
08/24/2017	ONE	One Legal Services- Amendment to Complaint- In# 01112948	\$12.20		Unbilled				
08/29/2017	POS	Postage	\$0.92		Unbilled				
08/29/2017	POS	Postage	\$0.92		Unbilled				
08/29/2017	ONE	One Legal Services- Joint Case Mangement Report- In#01117383	\$12.20		Unbilled				
09/15/2017	ONE	One Legal Services - Ntc and Acknowledgment of Receipt - Civil IN# 01135423	\$12.20		Unbilled				
10/12/2017	POS	Postage	\$0.92		Unbilled				
10/12/2017	POS	Postage	\$1.38		Unbilled				
10/16/2017	ONE	One Legal Services- Notice of Association of Counsel-In#01166884	\$12.20		Unbilled				
10/19/2017	SCN	Scanning- Def answer to FAC	\$5.00		Unbilled				
12/14/2017	SCN	Scanning- min order	\$0.50		Unbilled				
12/26/2017	CCL	Court Call- Def Motion to Compel Arb 1/26/18 GEM	\$86.00		Unbilled				
01/15/2018	SCN	Scanning- minute order 01.09.18	\$0.50		Unbilled				

Matter Billing Detail

Report Date: 10/23/2019
Report Time: 9:45AM
Page: 3 of 4
User ID: Miccolis

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
04/27/2018	CCL	Court Call- Status Conf 5/2/18- GEM	\$86.00		Unbilled				
09/06/2018	TE	Travel Expenses- Airfare for Mediation 9/25/18-GEm	\$541.98		Unbilled				
09/06/2018	TE	Travel Expenses-Airfare for Mediation 9/25/18-JRH	\$593.96		Unbilled				
09/12/2018	MED	Mediation Services- Jeffery Ross Mediation 09/25/18 CK#7625	\$4,000.00		Unbilled				
09/25/2018	ACC	Accomodations for Mediation- Hotel for 9/25/18 Mediation- In# 548293-JRH & GEM	\$1,194.12		Unbilled				
09/25/2018	PRK	Parking Fee-Airport	\$28.00		Unbilled				
09/25/2018	MIL	Mileage and toll airport	\$49.64		Unbilled				
09/26/2018	CAR	Transportation Costs -Car for Mediation - In#30987-88 JRH & GEM	\$416.00		Unbilled				
02/28/2019	CRT	Court Documents-Minute Order	\$7.50		Unbilled				
03/28/2019	CCL	Court Call- Preliminary Approval Hearing 6/13/19 GEM	\$94.00		Unbilled				
06/14/2019	ONE	One Legal Services- Notice of Remittitur- In# 02018451	\$12.20		Unbilled				
10/10/2019	CCL	Court Call- Status Conf 11/21/19 MC	\$94.00		Unbilled				
Total:			\$14,284.44	\$0.00					
Balance:			\$14,284.44						

Matter Billing Detail

Report Date: 10/23/2019
Report Time: 9:45AM
Page: 4 of 4
User ID: Miccolis

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed: -----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$14,284.44						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

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I am employed in the County of Los Angeles. I declare that I am over the age of eighteen (18) and not a party to this action. My business address is: Capstone Law APC, 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

**DECLARATION OF JAMES HAWKINS IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

Arthur J. McKeon, III Rebecca J. Smith Freeman Mathis & Gary, LLP 550 S. Hope Street, 22nd Floor Los Angeles, California 90071 <i>mreeder@fmqlaw.com</i>	Don A. Hernandez Meredith Smith Zuber Lawler & Del Duca LLP 350 S. Grand Ave, 32nd Floor Los Angeles, California 90017 <i>dhernandez@zuberlaw.com</i>
--	---

() **MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelopes were mailed with postage thereon fully prepaid.

() **PERSONAL:** I caused such envelope to be delivered by hand to the individuals at the address listed above via a messenger service (Prolegal).

() **OVERNIGHT COURIER:** I caused the above-referenced document(s) to be delivered via overnight courier service (FedEx) to the individuals at the address listed above.

(X) **ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

(X) **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Sandy S. Acevedo

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
Molly Ann DeSario (SBN 230763)
Molly.DeSario@capstonelawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee @capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Robert Onofre

Additional counsel listed on next page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ROBERT ONOFRE, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL, a
California corporation; PHR MANAGEMENT,
INC., a California corporation; KEN REAL
ESTATE LEASE LTD., a business entity of
unknown form; and DOES 1 through 10,
inclusive,

Defendants.

MIGUEL ZALDIVAR AVILA, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL,
business form unknown; TSUBAKI HOTEL
COLLECTION, business form unknown, and
DOES 1-50, inclusive,

Defendants.

Case No.: 30-2016-00861544-CU-OE-CXC

**DECLARATION OF ROBERT ONOFRE IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS AND
EXPENSES, AND CLASS REPRESENTATIVE
ENHANCEMENT PAYMENTS**

Date: November 21, 2019

Time: 2:00 p.m.

Place: Department CX102

James R. Hawkins (SBN 192925)
James@jameshawkinsaplc.com
Gregory Mauro (SBN 222239)
Greg@jameshawkinsaplc.com
James Hawkins, APLC
9880 Research Drive, Suite 200
Irvine, CA. 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676

Attorneys for Plaintiff Miguel Zaldivar Avila

DECLARATION OF ROBERT ONOFRE

I, Robert Onofre, hereby declare as follows:

1. I am over eighteen years old and unless the context indicates otherwise, I have personal knowledge of the following facts and if called as a witness, I could and would testify competently to them. I am a Plaintiff in the above-captioned action, and a representative for the Settlement Class. I make this declaration in support of the Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative Enhancement Payments.

2. I was employed by Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. ("Defendants" or "Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd.") as an hourly, non-exempt Maintenance Person/Engineer from approximately December 2015 to March 2016 at a hotel location in Anaheim, California. I decided to file a lawsuit against Defendants to redress certain employment-related grievances that I had against Defendants; e.g., that Defendants did not relieve employees of all duties during their breaks.

3. Prior to filing my action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendants.¹ During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff.

4. My attorneys provided me with a draft of the complaint for my review and approval. I closely reviewed the complaint to ensure accuracy and completeness. Following the filing of the complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly contacted my attorneys to stay current on the status of the litigation, and to discuss my attorneys' progress in prosecuting the claims.

5. I have carefully reviewed the terms of the proposed settlement. My attorneys explained the specifics of how the settlement would work and I accepted the settlement only after I had spent time evaluating the proposed outcome to assure that it was fair. Based on my attorneys' evaluation and

¹ Although the preservation of my attorney-client privilege requires that I refrain from revealing the specifics of my communications with my attorneys, I understand that the privilege is not waived by stating generally the matters that I have discussed with my attorneys.

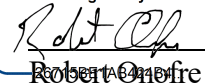
1 recommendation, and my own review, I believe the settlement is fair and reasonable and adequately
2 compensates Class Members.

3 6. In summary, over the course of this litigation I have spent a significant amount of time
4 conferring and working with my attorneys on the prosecution of my claims and evaluating the settlement
5 and related documents. I estimate that I have spent between 30 and 40 hours assisting my attorneys in
6 the prosecution of this lawsuit.

7 7. I believe my negotiated Enhancement Payment is reasonable compensation for my
8 services on behalf of Class Members and the State of California, and for the general release that I am
9 required to provide Defendants as a condition of settlement, which has independent value and which I
10 believe makes up a major fraction of the value of the Enhancement Payment. This general release
11 requires me to waive *all* claims that I may have arising out of my employment, including claims such as
12 wrongful termination (I was terminated after being injured on the job), and is considerably broader than
13 the claims Class Members will release under the settlement. The Enhancement Payment is thus fair and
14 reasonable compensation for my effort in joining the action, assisting my attorneys with the litigation and
15 discovery, regularly conferring with my attorneys on the status of the case and the strategies for
16 prosecuting the claims, reviewing the proposed settlement to ensure that its terms are fair, and providing
17 Defendants with a general release of all claims I may have against it.

18
19 I declare under penalty of perjury under the laws of the State of California that the foregoing is
20 true and correct. Executed on 10/23/2019 at Robert Onofre, California.

21 DocuSigned by:

22 
Robert Onofre

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I am employed in the County of Los Angeles. I declare that I am over the age of eighteen (18) and not a party to this action. My business address is: Capstone Law APC, 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

**DECLARATION OF ROBERT ONOFRE IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS AND EXPENSES, AND CLASS REPRESENTATIVE
ENHANCEMENT PAYMENTS**

Arthur J. McKeon, III Rebecca J. Smith Freeman Mathis & Gary, LLP 550 S. Hope Street, 22nd Floor Los Angeles, California 90071 <i>mreeder@fmglaw.com</i>	Don A. Hernandez Meredith Smith Zuber Lawler & Del Duca LLP 350 S. Grand Ave, 32nd Floor Los Angeles, California 90017 <i>dhernandez@zuberlaw.com</i>
James R. Hawkins Gregory Mauro JAMES HAWKINS APLC 9880 Research Drive, Suite 800 Irvine, CA 92618	

- EXECUTED** this document on October 25, 2017, at Los Angeles, California.


Sandy S. Acevedo

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
3 Molly Ann DeSario (SBN 230763)
Molly.DeSario@capstonelawyers.com
4 Jonathan Lee (SBN 267146)
Jonathan.Lee@capstonelawyers.com
5 Capstone Law APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Robert Onofre

9 *Additional counsel listed on next page*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF ORANGE

12 ROBERT ONOFRE, as an aggrieved employee
pursuant to the Private Attorneys General Act
13 ("PAGA"),

14 Plaintiffs,

15 vs.

16 ANAHEIM MAJESTIC GARDEN HOTEL, a
California corporation; PHR MANAGEMENT,
17 INC., a California corporation; KEN REAL
ESTATE LEASE LTD., a business entity of
18 unknown form; and DOES 1 through 10,
inclusive,

19 Defendants.

20 MIGUEL ZALDIVAR AVILA, individually
21 and on behalf of all others similarly situated,

22 Plaintiffs,

23 vs.

24 ANAHEIM MAJESTIC GARDEN HOTEL,
business form unknown; TSUBAKI HOTEL
25 COLLECTION, business form unknown, and
DOES 1-50, inclusive,

26 Defendants.
27
28

Case No.: 30-2016-00861544-CU-OE-CXC

**DECLARATION OF MIGUEL ZALDIVAR
AVILA IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS AND
EXPENSES, AND CLASS REPRESENTATIVE
ENHANCEMENT PAYMENTS**

Date: November 21, 2019

Time: 2:00 p.m.

Place: Department CX102

1 James R. Hawkins (SBN 192925)
James@jameshawkinsaplc.com
2 Gregory Mauro (SBN 222239)
Greg@jameshawkinsaplc.com
3 James Hawkins, APLC
9880 Research Drive, Suite 200
4 Irvine, CA. 92618
Telephone: (949) 387-7200
5 Facsimile: (949) 387-6676
6 Attorneys for Plaintiff Miguel Zaldivar Avila

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1 paid wages, not provided lunches and not permitted my rest breaks, and therefore not provided
2 accurate itemized wage statements, I believe that I have been similarly injured as to all other
3 class members in the settlement who worked for Defendant during the class period. I believe
4 the claims asserted in the Complaints are also shared by the other Class Members. I worked with
5 various other non exempt hotel employees and we were all treated the same and subject to the
6 same unlawful policies.

7 6. Since I agreed to become a Class Representative, I have worked every step of the
8 way with my attorneys. I met and discussed the case with other possible class members about
9 their experiences. During the course of the three year litigation I have always kept the best
10 interest of the Class Members on equal footing as mine. I have been, and I am willing to
11 continue to pursue the Class Members' claims vigorously on our collective behalf if the
12 Settlement is not finally approved. As a result, I firmly believe that I do not have any interests
13 adverse to the interests of the Class Members. I have maintained the Class Members best
14 interest from the inception of the case.

15 7. As a co Class Representative, I estimate I have spent time at least 60 hours
16 working on this case. I have spent numerous hours consulting with my attorneys, preparing
17 discovery, consulting with other Class Members, responding to written questions, providing
18 documents to my attorneys, working with my attorneys to review documents received, and
19 helping my attorneys in preparing for the mediation. I was consulted about the status of the case
20 and provided constant feedback about the case from my attorneys including the mediation,
21 settlement negotiations and eventual settlement.

22 8. From the beginning of this case, I have freely chosen to accept the risks of being
23 a Class Representative in this class action lawsuit. I chose to assume these risks and pursue the
24 claims on behalf of the Class Members as I wanted to vindicate their rights. I believe we have
25 achieved that result with the settlement and the individual payments to the Class Members. I
26 believe the efforts and work I put forth helped to achieve the settlement that will benefit the
27 Class Members. As a result of my efforts, I believe the Class Representative Payment is
28 reasonable and I respectfully request the Court approve the amount of \$7,500 as fair and

1 reasonable.

2 I declare under penalty of perjury under the laws of the state of California
3 that the foregoing is true and correct. Executed this 23rd day of October 2019, at
4 Irvine, California.

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6 
7 MIGUEL ZALDIVAR AVILA

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles. I declare that I am over the age of eighteen
4 (18) and not a party to this action. My business address is: Capstone Law APC, 1875 Century
5 Park East, Suite 1000, Los Angeles, California 90067.

6 On October 25, 2017, I served the within document(s) described below as:

7 **DECLARATION OF MIGUEL ZALDIVAR IN SUPPORT OF MOTION FOR**
8 **FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR**
9 **ATTORNEYS' FEES, COSTS AND EXPENSES, AND CLASS REPRESENTATIVE**
10 **ENHANCEMENT PAYMENTS**

11 on the interested parties in this action by placing true copies thereon enclosed in sealed envelopes
12 addressed as follows:

11 Arthur J. McKeon, III
12 Rebecca J. Smith
13 Freeman Mathis & Gary, LLP
14 550 S. Hope Street, 22nd Floor
15 Los Angeles, California 90071
16 *mreeder@fmglaw.com*

Don A. Hernandez
Meredith Smith
Zuber Lawler & Del Duca LLP
350 S. Grand Ave, 32nd Floor
Los Angeles, California 90017
dhernandez@zuberlaw.com

15 James R. Hawkins
16 Gregory Mauro
17 JAMES HAWKINS APLC
18 9880 Research Drive, Suite 800
Irvine, CA 92618

19 () **MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelopes
20 were mailed with postage thereon fully prepaid.

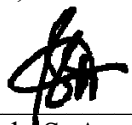
21 () **PERSONAL:** I caused such envelope to be delivered by hand to the individuals at the
22 address listed above via a messenger service (Prolegal).

23 () **OVERNIGHT COURIER:** I caused the above-referenced document(s) to be delivered
24 via overnight courier service (FedEx) to the individuals at the address listed above.

25 (X) **ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via
26 One Legal eService to the individuals listed above, as they exist on that database. This
27 will constitute service of the document(s).

28 (X) **(STATE)** I declare under penalty of perjury under the laws of the State of California that
the above is true and correct.

EXECUTED this document on October 25, 2017, at Los Angeles, California.

29 
30 _____
Sandy S. Acevedo

Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
Molly Ann DeSario (SBN 230763)
Molly.DeSario@capstonelawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee @capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Robert Onofre

Additional counsel listed on next page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ROBERT ONOFRE, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL, a
California corporation; PHR MANAGEMENT,
INC., a California corporation; KEN REAL
ESTATE LEASE LTD., a business entity of
unknown form; and DOES 1 through 10,
inclusive,

Defendants.

MIGUEL ZALDIVAR AVILA, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL,
business form unknown; TSUBAKI HOTEL
COLLECTION, business form unknown, and
DOES 1-50, inclusive,

Defendants.

Case No.: 30-2016-00861544-CU-OE-CXC

**DECLARATION OF NATHALIE
HERNANDEZ ON BEHALF OF ILYM
GROUP, INC., THE SETTLEMENT
ADMINISTRATOR**

Date: November 21, 2019

Time: 2:00 p.m.

Place: Department CX102

1 James Hawkins (SBN 192925)
James@jameshawkinsaplc.com
2 Gregory Mauro (SBN 222239)
Greg@jameshawkinsaplc.com
3 James Hawkins, APLC
9880 Research Drive, Suite 200
4 Irvine, CA. 92618
Telephone: (949) 387-7200
5 Facsimile: (949) 387-6676
Attorneys for Plaintiff Miguel Zaldivar Avila
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DECLARATION OF NATHALIE HERNANDEZ

I, Nathalie Hernandez, hereby declare:

1. I am employed as a case manager by ILYM (“ILYM”), the Court-appointed settlement administrator. I am authorized to make this declaration on behalf of ILYM. As the case manager for this settlement, I have personal knowledge of the information provided herein, and if called as a witness, I could and would accurately testify thereto.

2. ILYM was engaged by Plaintiffs Robert Onofre and Miguel Zaldivar (“Plaintiffs”) and Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. (“Defendants”) (collectively, the “Parties”) to provide settlement administration services. ILYM has been, and if the Court grants final approval of the Settlement, will be responsible for: (a) printing and mailing the Notice of Class Action Settlement (“Notice Packet”) to all Class Members; (b) calculating and distributing the Individual Settlement Payments; (c) tax reporting; (d) providing necessary reports and declarations; and (e) performing such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or that the Court orders.

3. On June 21, 2019, ILYM received from Plaintiffs’ Counsel the Notice Packet prepared by the Parties and approved by the Court. On July 30, 2019, counsel for Defendant provided ILYM with a complete mailing list (“Class List”) which included each Class Member’s full name, most recent mailing addresses, Social Security Numbers, and other relevant information needed to calculate settlement payments.

4. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. On September 9, 2019, Notice Packets were mailed to the 458 Class Members identified in the Class List by First Class mail.

5. As of this date, 35 Notice Packets have been returned by the post office. For those without forwarding addresses, ILYM performed skip traces to locate new mailing addresses. A total of 21 Notice Packets were re-mailed because a better mailing address was found. Altogether, 14 Notice Packets were unable to be delivered because a better mailing address could not be found.

6. To date, ILYM has received 2 valid Requests for Exclusion.

7. To date, ILYM has received no objections to the settlement.

8. A total of 456 Class Members will be paid their portion of the Net Settlement Amount.

Each Class Member's share of the Net Settlement Amount will be proportional to the number of Workweeks he or she worked during the Class Period. According to Defendant's records, Class Members in aggregate worked a total of 61,561 Workweeks during the Class Period. Each Workweek is accordingly valued at \$17.52.

9. Class Members were given an opportunity to dispute their Workweek calculations. No Members have disputed their calculations to date.

10. Based on the above calculations, the lowest gross payment is \$17.54, average gross payment is \$2,365.90, and the highest gross payment is \$6,279.43.

11. ILYM's costs in connection with the administration of this Settlement are \$15,000.

12. Attached as Exhibit A is a true and correct copy of the Notice of Class Action Settlement template that ILYM mailed to all Class Members. Attached as Exhibit B is a true and correct copy of ILYM's invoice for settlement administration costs.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 24th day of October, 2019, at Tustin, California.

Nathalie Hernandez
Nathalie Hernandez

EXHIBIT “A”

SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ORANGE
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully
Si desea una traducción al Español de este Aviso, por favor llame al administrador al 888-250-6810

To: All persons who were employed by Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. (“Defendants”) in non-exempt positions in the State of California at any time during the period from August 26, 2012 to October 15, 2018 (“Class Members”), and

All persons who were employed by Defendants in non-exempt positions in the State of California at any time during the period from June 30, 2015 to September 30, 2016 (“Wage Statement Class Members”)

On June 18, 2019, the Honorable Peter Wilson of the Orange County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at 2:00 p.m. on November 21, 2019 in Department CX102 of the Orange County Superior Court located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiffs Robert Onofre and Miguel Zaldivar, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with Jeffrey A. Ross, an experienced and well-respected class action mediator. With Jeffrey A. Ross’s guidance, the parties were able to negotiate a complete settlement of Plaintiffs’ claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and James W. Hawkins APLC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs’ claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$2,082,730.88. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of up to \$7,500, each, to Robert Onofre and Miguel Zaldivar for their services on behalf of the class and general releases of all claims arising out of their employment with Defendants; (3) up to \$616,667 in attorneys' fees and up to \$50,000 in litigation costs and expenses; (4) up to \$37,500 to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses of up to \$15,000. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$1,348,563.88 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Individual Settlement Payment Calculations. Each Class Member's settlement payment will be based on the number of Workweeks each Class Member/Wage Statement Class Member worked in a non-exempt position during the applicable Class Period (August 26, 2012 through October 15, 2018) and Wage Statement Class Period (June 30, 2015 to September 30, 2016). Eighty Percent (80%) of the Net Settlement Amount will be allocated to all Class Members (the "Class Member Fund"), and (2) Twenty Percent (20%) of the Net Settlement Amount will be allocated to all Wage Statement Class Members (the "Wage Statement Fund"). Each Class Member's respective shares of the Class Member Fund and Wage Statement Fund will be allocated on a pro-rata basis according to the number of Workweeks worked by each Class Member.

Class Member Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's share of the Class Member Fund, the Settlement Administrator will use the following formula: $\text{Share of Class Member Fund} = \frac{\text{Weeks Worked by Class Member}}{\text{Weeks Worked by All Class Members}} \times \text{Class Member Fund}$. The entire Class Member Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Class Members Fund to ensure that the entire Class Member Fund is distributing to Participating Class Members.

Wage Statement Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Wage Statement Class Members during the Wage Statement Class Period. To determine each Wage Statement Class Member's share of the Wage Statement Fund, the Settlement Administrator will use the following formula: $\text{Share of Wage Statement Fund} = \frac{\text{Weeks Worked by Wage Statement Class Member}}{\text{Weeks Worked by All Wage Statement Class Members}} \times \text{Wage Statement Fund}$. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Wage Statement Class Member's share of the Wage Statement Fund to ensure that the entire Wage Statement Fund is distributing to Participating Wage Statement Class Members.

According to Defendants' records, you worked during a total of <<Classworkweeks>> Workweeks during the Class Period and <<WageWeeks>> during the Wage Statement Class Period. Accordingly, your estimated payment is approximately \$<<EstClassAmt>> from the Class Fund and \$<<EstWageAmt>> from the Wage Statement Fund. If you believe the information provided above is incorrect, please contact the Settlement Administrator at 888-250-6810. If you dispute the information stated above, Defendants's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Questions? Contact the Settlement Administrator toll free at 1-888-250-6810

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”):

For all Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of operative facts as those set forth in the operative complaints in the Actions that accrued during the Class Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the failure to reimburse for necessary business expenses; and (vii) all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the preceding claims (“Released Class Claims”); and

For all Wage Statement Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class Period, including all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the allegation that Defendant issued non-compliant wage statements (“Released Wage Statement Claims”).

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Attn: *Anaheim Majestic Class Action Settlement*
Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Fax: 888-845-6185

The written request to be excluded must be postmarked or faxed not later than October 24, 2019. If you submit a request for exclusion which is not postmarked or faxed by October 24, 2019, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number; (2) a written statement of all grounds for the objection; (3) copies of any documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at ILYM Group, Inc. | P.O. Box 2031 Tustin, CA 92781.

All objections must be received by the administrator by not later than October 24, 2019. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for November 21, 2019 at 2:00 p.m. in the Superior Court of the State of California, for the County of Orange and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

ALL PAPERS FILED IN THIS MATTER WILL BE AVAILABLE FOR REVIEW VIA THE COURTHOUSE AND VIA THE CIVIL CASE INFORMATION WEBSITE FOR THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE, AVAILABLE ONLINE AT WWW.OCCOURTS.ORG/ONLINE-SERVICES/CASE-ACCESS/, BY CLICKING ON “ACCESS NOW” NEXT TO CIVIL CASE & DOCUMENT ACCESS.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: (888) 295-8042

James W. Hawkins
James Hawkins APLC
9880 Research Dr. Ste 200
Irvine, CA 92618
Phone: (949) 387-7200

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

EXCLUSION FORM

MAIL OR FAX TO:

Attn: Anaheim Majestic Class Action Settlement
Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Fax: (888)845-6185

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT RECEIVE** YOUR PAYMENT FROM THE SETTLEMENT.

I _____ request to be excluded from the Settlement Class in the matters of *Onofre v. Anaheim Majestic Garden Hotel*, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court) and *Avila v. Anaheim Majestic Garden Hotel*, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court). I understand that by submitting this Exclusion Form, I will no longer be eligible for a payment from the settlement.

Sign your name here

Print your name here

Address

Telephone

Last Four Digits of Social Security No.

EXHIBIT “B”

Case Name: Onofre v Anaheim Majestic Garden Hotel

Friday, March 8, 2019

Requesting Attorneys Name:

Eduardo Santos

E-Mail

Eduardo.Santos@capstonelawyers.com

ILYM Contact

Lisa Mullins

E-Mail

Lisa@ilymgrouppclassaction.com

Contact Number

714.878.8836

INVOICE FOR ADMINISTRATION SOLUTIONS

Opt-Out

ASSUMPTIONS

Total Number of Class Members	458
Estimated Percentage of Undeliverable Mail	20%
NCOA	Yes
Certified Spanish Translations	No

Activity

Rate Type

Unit Cost

Volume

Amount

CASE STARTUP

Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	8	\$1,200.00
Programming of Class Database	Hourly	\$175.00	8	\$1,400.00

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

Subtotal \$2,600.00

PROJECT MANAGEMENT

Project Manager (Case notification and maintenance)	Hourly	\$120.00	7	\$840.00
Staff Hours for Processing Opt-Outs	Hourly	\$70.00	3	\$210.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	6	\$420.00
Report Processing	Hourly	\$70.00	6	\$420.00
NCOA	Per Piece	\$263.00	1	\$263.00
Weekly Reports	Flat Fee	\$500.00	1	Waived

Subtotal \$2,153.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notices	Per Piece	\$1.00	458	\$458.00
USPS First Class 1oz Postage	Per Piece	\$0.55	458	\$251.90
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	92	\$183.20
Storage, Photocopies, Deliveries	Flat Fee	\$250.00	1	\$250.00

Subtotal \$1,143.10

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	5	\$750.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	5	\$625.00
First Check, Print & Mail (Including W2/1099 Stub & Release)**	Per Check	\$1.50	458	\$687.00
USPS First Class 1oz Postage	Per Piece	\$0.55	458	\$251.90
Preparation of Taxes	Hourly	\$120.00	25	\$3,000.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

***Additional Bank fees may apply*

Subtotal \$6,813.90

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	7	\$700.00
Project Manager Final Reporting	Hourly	\$120.00	7	\$840.00
Declaration	Hourly	\$125.00	6	\$750.00

Subtotal \$2,290.00

Total Case Estimate: \$15,000.00

Terms and Conditions

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

Mailing and Data Conversion: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive spreadsheet. ILYM Group cannot be liable for any errors or omissions arising due to additional work required for preparation of the original database. A minimum of five (5) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days if a National Change of Address update is requested.

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

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

Tax Reporting Requirements:

ILYM Group will file the necessary tax returns including the QSF federal and state returns. Payroll tax returns will be filed if necessary. To comply with the Employment Development Department's payroll tax filing requirements we will need the following information:

1. Defendant's EDD account number
2. Defendant's current unemployment rate. They should have this information in a recent EDD letter DE 2088 titled Notice of Contributions Rates.
3. Hire and dismissal dates of the class members so we can properly account for the periods that the wages relate to for each class member.
4. Power of Attorney form DE 48 from the defendant. This form is needed so we can report the unemployment, SDI and ETT taxes on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to the defendant's EDD account.
5. The Defendant's are responsible for reporting the SDI portion of the settlement payments on the class member's W-2. Ilym will file these forms on the defendant's behalf, if requested, for an additional fee. This will be an additional W-2 being issued for each class member because the SDI payments are to be reported under the defendant's EDD account and not the QSF's account. The Power of attorney form DE 48 will be needed in order for us to report the SDI payments on the defendant's behalf.

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I am employed in the County of Los Angeles. I declare that I am over the age of eighteen (18) and not a party to this action. My business address is: Capstone Law APC, 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

DECLARATION OF NATHALIE HERNANDEZ ON BEHALF OF ILYM GROUP, INC., THE SETTLEMENT ADMINISTRATOR

on the interested parties in this action by placing true copies thereon enclosed in sealed envelopes addressed as follows:

Don A. Hernandez
Meredith Smith
Zuber Lawler & Del Duca LLP
350 S. Grand Ave, 32nd Floor
Los Angeles, California 90017
dhernandez@zuberlaw.com

() **MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelopes were mailed with postage thereon fully prepaid.

() **PERSONAL:** I caused such envelope to be delivered by hand to the individuals at the address listed above via a messenger service (Prolegal).

() **OVERNIGHT COURIER:** I caused the above-referenced document(s) to be delivered via overnight courier service (FedEx) to the individuals at the address listed above.

(X) **ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

(X) **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Sandy S. Acevedo

ELECTRONICALLY RECEIVED

Superior Court of California,
County of Orange

10/25/2019 at 05:22:44 PM

Clerk of the Superior Court
By eClerk, Deputy Clerk

Raul Perez (SBN 174687)
 Raul.Perez@capstonelawyers.com
 Robert J. Drexler, Jr.(SBN 119119)
 Robert.Drexler@capstonelawyers.com
 Molly Ann DeSario (SBN 230763)
 Molly.DeSario@capstonelawyers.com
 Jonathan Lee (SBN 267146)
 Jonathan.Lee @capstonelawyers.com
 Capstone Law APC
 1875 Century Park East, Suite 1000
 Los Angeles, California 90067
 Telephone: (310) 556-4811
 Facsimile: (310) 943-0396

Attorneys for Plaintiff Robert Onofre

Additional counsel listed on next page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ROBERT ONOFRE, as an aggrieved employee
 pursuant to the Private Attorneys General Act
 ("PAGA"),

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL, a
 California corporation; PHR MANAGEMENT,
 INC., a California corporation; KEN REAL
 ESTATE LEASE LTD., a business entity of
 unknown form; and DOES 1 through 10,
 inclusive,

Defendants.

MIGUEL ZALDIVAR AVILA, individually
 and on behalf of all others similarly situated,

Plaintiffs,

vs.

ANAHEIM MAJESTIC GARDEN HOTEL,
 business form unknown; TSUBAKI HOTEL
 COLLECTION, business form unknown, and
 DOES 1-50, inclusive,

Defendants.

Case No.: 30-2016-00861544-CU-OE-CXC

**[PROPOSED] ORDER GRANTING MOTION
 FOR FINAL APPROVAL OF CLASS ACTION
 SETTLEMENT AND MOTION FOR
 ATTORNEYS' FEES, COSTS AND
 EXPENSES, AND CLASS REPRESENTATIVE
 ENHANCEMENT PAYMENTS**

Date: November 21, 2019

Time: 2:00 p.m.

Place: Department CX102

1 James R. Hawkins (SBN 192925)
James@jameshawkinsaplc.com
2 Gregory Mauro (SBN 222239)
Greg@jameshawkinsaplc.com
3 James Hawkins APLC
9880 Research Drive, Suite 200
4 Irvine, CA. 92618
Telephone: (949) 387-7200
5 Facsimile: (949) 387-6676

6 Attorneys for Plaintiff Miguel Zaldivar Avila
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ORDER

This matter came before the Court for a hearing on the Motion for Final Approval of the Class Action Settlement and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative Enhancement Payments (collectively, the "Motions"). Due and adequate notice having been given to Class Members as required by the Court's Preliminary Approval Order, and the Court having reviewed the Motions, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and **GOOD CAUSE** appearing therefore, it is hereby **ORDERED AS FOLLOWS**:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and rule 3.769 of the California Rules of Court have been satisfied.

2. This Order hereby adopts and incorporates by reference the terms and conditions of the Joint Stipulation of Class Action Settlement and Release and Amendment (collectively, "Settlement Agreement" or "Settlement"), together with the definitions and terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class.

4. The Class Notice fully and accurately informed Class Members of all material elements of the proposed settlement and of their opportunity to opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the settlement and provided Class Members with adequate instructions and a variety of means to obtain additional information.

5. Class Members were given a full opportunity to participate in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly opt out of the settlement are bound by this Order.

6. The Court has considered all relevant factors for determining the fairness of the settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation

1 conducted by Plaintiffs' Counsel; that the settlement is the result of serious, informed, adversarial, and
2 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
3 adequate, and reasonable.

4 7. In so finding, the Court has considered all evidence presented, including evidence
5 regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the
6 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
7 discovery completed; and the experience and views of counsel. The Parties have provided the Court
8 with sufficient information about the nature and magnitude of the claims being settled, as well as the
9 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
10 which the Parties have agreed.

11 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
12 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
13 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
14 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
15 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
16 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
17 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
18 provides Class Members with fair and adequate relief.

19 9. The Settlement Agreement is not an admission by Defendants or by any other released
20 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants or
21 any other released party. Neither this Order, the Settlement Agreement, nor any document referred to
22 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
23 as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
24 Defendants or any of the other released parties.

25 10. Final approval shall be with respect to: All persons who were employed by Defendants
26 Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd.
27 ("Defendants") in non-exempt positions in the State of California at any time during the period from
28 August 26, 2012 to October 15, 2018 ("Class Members"), and all persons who were employed by

1 Defendants in non-exempt positions in the State of California at any time during the period from June
2 30, 2015 to September 30, 2016 ("Wage Statement Class Members").

3 11. Plaintiffs Robert Onofre and Miguel Zaldivar are suitable Class Representatives and are
4 hereby appointed the Class Representatives for the Settlement Class. The Court finds that Plaintiffs'
5 investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for
6 the Settlement Class, and that their interests are aligned with those of the Settlement Class.

7 12. The Court hereby awards Class Representative Enhancement Payments of \$7,500, each,
8 for Plaintiffs' service on behalf of the Settlement Class and for agreeing to general releases of all claims
9 arising out of their employment with Defendants.

10 13. The Court finds that the attorneys at Capstone Law APC and James Hawkins APLC
11 have the requisite qualifications, experience, and skill to protect and advance the interests of the
12 Settlement Class. The Court therefore finds that counsel satisfy the professional and ethical obligations
13 attendant to the position of Class Counsel, and hereby appoints Capstone Law APC and James Hawkins
14 APLC as counsel for the Settlement Class.

15 14. The settlement of civil penalties under PAGA in the amount of \$50,000 is hereby
16 approved. Seventy-Five Percent (75%), or \$37,500, shall be paid to the California Labor and Workforce
17 Development Agency. The remaining Twenty-Five Percent (25%), or \$12,500, will be added to the Net
18 Settlement Amount.

19 15. The Court hereby awards a combined total of \$616,667 in attorneys' fees and \$36,000 in
20 costs and expenses to Capstone Law APC and James Hawkins APLC. The Court finds that the
21 requested award of attorneys' fees is reasonable for a contingency fee in a class action such as this.
22 Counsel have also established the reasonableness of the requested award of attorneys' fees via their
23 lodestar crosscheck, and the Court finds that the rates and hours billed are fair and reasonable. Pursuant
24 to Paragraph 31 of the Settlement Agreement, Class Counsel will divide the fee award as follows: Sixty-
25 Five Percent (65%) to Capstone Law APC and Thirty-Five Percent (35%) to James [R]. Hawkins,
26 APLC. Class Counsel will each be reimbursed for their out-of-pocket costs and expenses from the
27 \$36,000 award.

28 16. The Court approves settlement administration costs and expenses in the amount of

1 \$15,000 to ILYM Group, Inc.

2 17. All Class Members were given a full and fair opportunity to participate in the Approval
3 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
4 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
5 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order
6 shall be forever binding on all Class Members who did not timely and properly opt out of the settlement.
7 These Class Members have released and forever discharged the Defendants for any and all Released
8 Claims.

9
10 **IT IS SO ORDERED.**

11 Dated: _____

12 Hon. Peter Wilson
13 Orange County Superior Court Judge
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10/25/2019 at 05:52:08 PM
Clerk of the Superior Court
By Georgina Ramirez, Deputy Clerk

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Robert J. Drexler, Jr.(SBN 119119)
Robert.Drexler@capstonelawyers.com
3 Molly Ann DeSario (SBN 230763)
Molly.DeSario@capstonelawyers.com
4 Jonathan Lee (SBN 267146)
Jonathan.Lee @capstonelawyers.com
5 Capstone Law APC
1875 Century Park East, Suite 1000
6 Los Angeles, California 90067
Telephone: (310) 556-4811
7 Facsimile: (310) 943-0396

8 Attorneys for Plaintiff Robert Onofre

9 *Additional counsel listed on next page*

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF ORANGE

12 ROBERT ONOFRE, as an aggrieved employee
pursuant to the Private Attorneys General Act
13 ("PAGA"),

14 Plaintiffs,

15 vs.

16 ANAHEIM MAJESTIC GARDEN HOTEL, a
California corporation; PHR MANAGEMENT,
17 INC., a California corporation; KEN REAL
ESTATE LEASE LTD., a business entity of
18 unknown form; and DOES 1 through 10,
inclusive,

19 Defendants.

20
21 MIGUEL ZALDIVAR AVILA, individually
and on behalf of all others similarly situated,

22 Plaintiffs,

23 vs.

24 ANAHEIM MAJESTIC GARDEN HOTEL,
business form unknown; TSUBAKI HOTEL
25 COLLECTION, business form unknown, and
DOES 1-50, inclusive,

26 Defendants.
27
28

Case No.: 30-2016-00861544-CU-OE-CXC

[PROPOSED] JUDGMENT

Cx-102

1 James R. Hawkins (SBN 192925)
James@jameshawkinsaplc.com
2 Gregory Mauro (SBN 222239)
Greg@jameshawkinsaplc.com
3 James Hawkins APLC
9880 Research Drive, Suite 200
4 Irvine, CA. 92618
Telephone: (949) 387-7200
5 Facsimile: (949) 387-6676

6 Attorneys for Plaintiff Miguel Zaldivar Avila
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1 **JUDGMENT**

2 Pursuant to the Order Granting the Motion for Final Approval of the Class Action Settlement
3 and Motion for Attorneys' Fees, Costs and Expenses, and Class Representative Enhancement Payments
4 (the "Order Granting Final Approval"), it is hereby **ORDERED, ADJUDGED, AND DECREED** as
5 follows:

6 1. Judgment in this matter is entered in accordance with, and incorporates by reference the
7 findings of, the Court's Order Granting Final Approval and the Joint Stipulation of Class Action
8 Settlement and Release and Amendment (collectively, "Settlement Agreement"). Unless otherwise
9 provided herein, all capitalized terms used herein shall have the same meaning as defined in the
10 Settlement Agreement.

11 2. As provided by the Order Granting Final Approval, all Class Members who did not
12 timely and properly opt out from the Settlement are barred from pursuing, or seeking to reopen, any of
13 the Released Claims, as defined by the Settlement Agreement. Consistent with the definitions provided
14 in the Settlement Agreement, the Settlement Class consists of: All persons who were employed by
15 Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd.
16 ("Defendants") in non-exempt positions in the State of California at any time during the period from
17 August 26, 2012 to October 15, 2018 ("Class Members"), and all persons who were employed by
18 Defendants in non-exempt positions in the State of California at any time during the period from June
19 30, 2015 to September 30, 2016 ("Wage Statement Class Members").

20 3. Without affecting the finality of the Judgment, the Court shall retain exclusive and
21 continuing jurisdiction over the above-captioned action and the parties, including all Class Members, for
22 purposes of enforcing the terms of the Judgment entered herein.

23 4. This document shall constitute a judgment (and separate document constituting said
24 judgment) for purposes of California Rules of Court, Rule 3.769(h).

25 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

26
27 Dated: _____

28 _____
Hon. Peter Wilson
Orange County Superior Court Judge

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles. I declare that I am over the age of eighteen
4 (18) and not a party to this action. My business address is: Capstone Law APC, 1875 Century
5 Park East, Suite 1000, Los Angeles, California 90067.

6 On October 25, 2017, I served the within document(s) described below as:

7 **[PROPOSED] JUDGMENT**

8 on the interested parties in this action by placing true copies thereon enclosed in sealed envelopes
9 addressed as follows:

10 Arthur J. McKeon, III
11 Rebecca J. Smith
12 Freeman Mathis & Gary, LLP
13 550 S. Hope Street, 22nd Floor
14 Los Angeles, California 90071
15 *mreeder@fmglaw.com*

Don A. Hernandez
Meredith Smith
Zuber Lawler & Del Duca LLP
350 S. Grand Ave, 32nd Floor
Los Angeles, California 90017
dhernandez@zuberlaw.com

14 James R. Hawkins
15 Gregory Mauro
16 JAMES HAWKINS APLC
17 9880 Research Drive, Suite 800
18 Irvine, CA 92618

17 () **MAIL:** I deposited such envelope in the mail at Los Angeles, California. The envelopes
18 were mailed with postage thereon fully prepaid.

18 () **PERSONAL:** I caused such envelope to be delivered by hand to the individuals at the
19 address listed above via a messenger service (Prolegal).

19 () **OVERNIGHT COURIER:** I caused the above-referenced document(s) to be delivered
20 via overnight courier service (FedEx) to the individuals at the address listed above.

21 (X) **ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via
22 One Legal eService to the individuals listed above, as they exist on that database. This
23 will constitute service of the document(s).

22 (X) **(STATE)** I declare under penalty of perjury under the laws of the State of California that
23 the above is true and correct.

24 **EXECUTED** this document on October 25, 2017, at Los Angeles, California.

25 
26 _____
27 Sandy S. Acevedo
28

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Robert Drexler (SBN 119119)
Robert.Drexler@CapstoneLawyers.com
3 Jonathan Lee (SBN 267146)
Jonathan.Lee@CapstoneLawyers.com
4 Capstone Law APC
1875 Century Park East, Suite 1000
5 Los Angeles, California 90067
Telephone: (310) 556-4811
6 Facsimile: (310) 943-0396

7 Attorneys for Plaintiff Robert Onofre

8 *[Additional counsel listed on following page]*

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF ORANGE
11

12 ROBERT ONOFRE, as an aggrieved employee
pursuant to the Private Attorneys General Act
13 ("PAGA"),

14 Plaintiffs,

15 vs.

16 ANAHEIM MAJESTIC GARDEN HOTEL, a
17 California corporation; PHR MANAGEMENT,
INC., a California corporation; KEN REAL
18 ESTATE LEASE LTD., a business entity of
unknown form; and DOES 1 through 10,
19 inclusive,

20 Defendants.

21 MIGUEL ZALDIVAR AVILA, individually
and on behalf of all others similarly situated,

22 Plaintiffs,

23 vs.

24 ANAHEIM MAJESTIC GARDEN HOTEL,
25 business form unknown; TSUBAKI HOTEL
COLLECTION, business form unknown, and
26 DOES 1-50, inclusive,

27 Defendants.
28

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

JUN 18 2019

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

Case No.: 30-2016-00861544-CU-OE-CXC

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 13, 2019
Time: 2:00 p.m.
Place: Department CX102

1 James Hawkins
Gregory Mauro
2 James Hawkins APLC
9880 Research Drive, Suite 200
3 Irvine, California 92618
Telephone: (949) 387-7200
4 Facsimile: (949) 387-6676
5 Attorneys for Plaintiff Miguel Zaldivar Avila

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1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms defined therein shall have the same meaning as set forth in the Settlement Agreement. The Settlement Agreement is attached as Exhibit 1.
2. The Settlement Class shall be conditionally certified for settlement purposes only and shall consist of: (1) all persons who were employed by Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. (“Defendants”) in non-exempt positions in the State of California at any time during the period from August 26, 2012 to October 15, 2018 (“Class Members”), and (2) all persons who were employed by Defendants in non-exempt positions in the State of California at any time during the period from June 30, 2015 to September 30, 2016 (“Wage Statement Class Members”).
3. The class action settlement set forth in the Settlement Agreement, entered into among the Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the range of reasonableness, to be the product of arm’s-length and informed negotiations, to treat all Class Members fairly, and to be presumptively valid, subject only to any objections that may be raised at or before the final approval hearing. The Court further finds that Plaintiffs conducted sufficient investigation and research, and that they were able to reasonably evaluate their position and the strengths and weaknesses of their claims and the ability to certify them. Plaintiff have provided the Court with enough information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.
4. The Court also finds that settlement now will avoid additional and potentially substantial

litigation costs, as well as delay and risks if the Parties were to continue to litigate the claims.

5. The Court preliminarily approves the Settlement Agreement, including all the terms and conditions set forth therein and the Class Settlement Amount and allocation of payments.

6. The rights of any potential dissenters to the proposed Settlement are adequately protected in that they may exclude themselves from the Settlement and proceed with any alleged claims they may have against Defendant, or they may object to the Settlement and appear before this Court. However, to do so they must follow the procedures outlined in the Settlement Agreement and Notice of Class Action Settlement.

7. The Court approves, as to form and content, the proposed amended Notice of Class Action Settlement and Exclusion Form ("Notice Packet"), attached collectively as Exhibit 2.

8. The Court directs the mailing, by First-Class U.S. mail, of the Notice Packets to Class Members in accordance with the schedule set forth below and the other procedures described in the Settlement Agreement. The Court finds that the method selected for communicating the preliminary approval of the Settlement Agreement to Class Members is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons entitled to notice, and thereby satisfies due process.

9. Plaintiffs Robert Onofre and Miguel Zaldivar are suitable class representatives and are appointed the Class Representatives for the Settlement Class conditionally certified by this Order.

10. The Court appoints Capstone Law APC and James R. Hawkins APLC as Class Counsel. The Court finds that counsel have demonstrable experience litigating, certifying, and settling class actions, and will serve as adequate counsel for the Class conditionally certified by this Order.

11. The Court approves and appoints ILYM Group, Inc. as the Settlement Administrator.

12. The following dates shall govern for purposes of this Settlement:

Date	Event
July 3, 2019 (or not later than 20 calendar days after the Court grants preliminary approval of the Settlement Agreement, if later)	Last day for Defendant to produce the Class List to the Settlement Administrator.
July 13, 2019 (or not later than 10 calendar days after Defendant produced the Class List, if later)	Last day for the Settlement Administrator to mail Class Notices to all Class Members.

Date	Event
August 27, 2019 (or not later than 45 calendar days after the Settlement Administrator mails the Notice Packets, if later)	Last day for Class Members to submit Requests for Exclusion or Objections to the Settlement.
September 13, 2019	Last day for Plaintiffs to file the Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payments.
October 10, 2019 at 2:00 p.m.	Hearing on Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payments.

13. With the motion for final approval, Plaintiffs must present a full report to the Court on all exclusions and objections received. The Court will consider any objections at the final approval hearing.

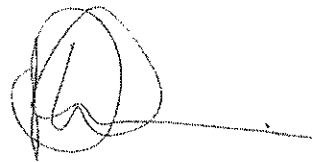
14. The parties should file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolution of those disputes. The Court shall have the right to review any final decision made by the Settlement Administrator regarding a claim dispute.

15. Along with the motion for final approval, the Settlement Administrator should provide an estimated high and low for individual settlement payments, along with Plaintiffs' individual payouts.

16. The Court expressly reserves the right to continue or adjourn the final approval hearing from time to time without further notice to the Class Members.

IT IS SO ORDERED.

Dated: June 18, 2019



Hon. Peter Wilson
Orange County Superior Court

Exhibit 1

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ORANGE
10

11 ROBERT ONOFRE, as an aggrieved employee
12 pursuant to the Private Attorneys General Act
13 ("PAGA"),

14 Plaintiffs,

15 vs.

16 ANAHEIM MAJESTIC GARDEN HOTEL, a
17 California corporation; PHR MANAGEMENT,
18 INC., a California corporation; KEN REAL
19 ESTATE LEASE LTD., a business entity of
20 unknown form; and DOES 1 through 10,
21 inclusive,

22 Defendants.

23 MIGUEL ZALDIVAR AVILA, individually
24 and on behalf of all others similarly situated,

25 Plaintiffs,

26 vs.

27 ANAHEIM MAJESTIC GARDEN HOTEL,
28 business form unknown; TSUBAKI HOTEL
COLLECTION, business form unknown, and
DOES 1-50, inclusive,

Defendants.

Case No.: 30-2016-00861544-CU-OE-CXC

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 This Joint Stipulation of Class Action Settlement and Release ("Settlement" or "Settlement
3 Agreement") is made and entered into by and between Plaintiffs Robert Onofre and Miguel Zaldivar
4 Avila ("Plaintiffs" or "Class Representatives"), as individuals and on behalf of all others similarly
5 situated, and Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate
6 Lease Ltd. ("Defendants") (collectively with Plaintiffs, the "Parties").

7 **DEFINITIONS**

8 The following definitions are applicable to this Settlement Agreement. Definitions contained
9 elsewhere in this Settlement Agreement will also be effective:

10 1. "Actions" means *Onofre v. Anaheim Majestic Garden Hotel*, No. 30-2016-00861544-
11 CU-OE-CXC (Orange County Superior Court) and *Avila v. Anaheim Majestic Garden Hotel*, No. 30-
12 2016-00871797-CU-OE-CXC (Orange County Superior Court).

13 2. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and
14 approved by the Court for Class Counsel's litigation and resolution of the Actions, and all costs incurred
15 and to be incurred by Class Counsel in the Actions, including but not limited to, costs associated with
16 documenting the Settlement, providing any notices required as part of the Settlement or Court order,
17 securing the Court's approval of the Settlement, administering the Settlement, obtaining entry of a
18 Judgment terminating the Actions, and expenses for any experts. Class Counsel will request attorneys'
19 fees not in excess of one-third (1/3) of the Class Settlement Amount, or Six Hundred Sixteen Thousand
20 Six Hundred Sixty Seven Dollars (\$616,667). The Attorneys' Fees and Costs will also mean and include
21 the additional reimbursement of any costs and expenses associated with Class Counsel's litigation and
22 settlement of the Actions, up to Fifty Thousand Dollars (\$50,000), subject to the Court's approval.
23 Defendants have agreed not to oppose Class Counsel's request for fees and reimbursement of costs as set
24 forth above.

25 3. "Class Counsel" means Capstone Law APC and James W. Hawkins, APLC.

26 4. "Class List" means a complete list of all Class Members that Defendants will diligently
27 and in good faith compile from their records and provide to the Settlement Administrator and to Class
28 Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List

1 will be formatted in Microsoft Office Excel and will include each Class Member's full name; most
2 recent mailing address and telephone number; Social Security number; dates of employment; the
3 respective number of Workweeks that each Class Member worked during the Class Period; and any
4 other relevant information needed to calculate settlement payments.

5 5. "Class Member(s)" or "Settlement Class" means all persons who were employed by
6 Defendants in non-exempt positions in the State of California at any time during the period from August
7 26, 2012 through October 15, 2018.

8 6. "Class Period" means the period from August 26, 2012 through October 15, 2018.

9 7. "Class Representative Enhancement Payments" means the amounts to be paid to
10 Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class Members,
11 and for their general release of claims. Subject to the Court granting final approval of this Settlement
12 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of
13 Class Representative Enhancement Payments of Seven Thousand Five Hundred Dollars (\$7,500), each.

14 8. "Class Settlement Amount" means the Class Settlement Amount of One Million Eight
15 Hundred Fifty Thousand Dollars (\$1,850,000), to be paid by Defendants in full satisfaction of all
16 Released Claims arising from the Actions, which includes all Individual Settlement Payments to
17 Participating Class Members, Attorneys' Fees and Costs to Class Counsel, the Class Representative
18 Enhancement Payments to Plaintiffs, the LWDA Payment, and Settlement Administration Costs to the
19 Settlement Administrator. This Class Settlement Amount has been agreed to by Plaintiffs and
20 Defendants based on the aggregation of the agreed-upon settlement value of individual claims. In no
21 event will Defendants be liable for more than the Class Settlement Amount except as otherwise
22 explicitly set forth herein. There will be no reversion of the Class Settlement Amount to Defendants.
23 Defendants will be separately responsible for any employer payroll taxes required by law, including the
24 employer FICA, FUTA, and SDI contributions, which shall not be paid from the Class Settlement
25 Amount.

26 9. "Court" means the Orange County Superior Court.

27 10. "Defendants" means Defendants Anaheim Majestic Garden Hotel, PHR Management,
28 Inc., and Ken Real Estate Lease Ltd.

1 11. “Effective Date” means the latter of: (i) if no timely objections are filed by Class
2 Members or the LWDA, or are withdrawn prior to final approval, the date upon which the Court enters
3 an order granting final approval of the Joint Stipulation of Class Action Settlement and Release; or (ii) if
4 timely objections are filed and not withdrawn, then either the final resolution of any appeals timely filed,
5 or the expiration date of the time for filing or noticing any such appeals.

6 12. “Individual Settlement Payment” means each Participating Class Member’s respective
7 share of the Net Settlement Amount.

8 13. “Labor and Workforce Development Agency Payment” or “LWDA Payment” means
9 the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency
10 (“LWDA”) in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code
11 §§ 2698, *et seq.*, “PAGA”). The Parties have agreed that Fifty Thousand Dollars (\$50,000) of the Class
12 Settlement Amount will be allocated to the resolution of Class Members’ claims arising under PAGA.
13 Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars
14 (\$37,500), of the PAGA Settlement Amount will be paid to the California Labor and Workforce
15 Development Agency, and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars
16 (\$12,500), of the PAGA Settlement Amount will be included in the Net Settlement Amount.

17 14. “Net Settlement Amount” means the portion of the Class Settlement Amount remaining
18 after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the
19 LWDA Payment, and Settlement Administration Costs. The Net Settlement Amount will be distributed
20 to Participating Class Members. There will be no reversion of the Net Settlement Amount to
21 Defendants.

22 15. “Notice of Objection” means a Class Member’s valid and timely written objection to the
23 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s full
24 name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection
25 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other
26 documents upon which the objection is based; and (iv) a statement whether the objector intends to appear
27 at the Fairness Hearing. Any Class Member who does not submit a timely written objection to the
28 Settlement, or who fails to otherwise comply with the specific and technical requirements of this section,

1 will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the
2 Settlement, by appeal or otherwise. Class Members who submit Notices of Objection must make
3 themselves available for deposition.

4 16. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
5 attached as Exhibit A.

6 17. "Parties" means Plaintiffs and Defendants collectively.

7 18. "Participating Class Members" means all Class Members who do not submit timely and
8 valid Requests for Exclusion.

9 19. "Plaintiffs" means Plaintiffs Robert Onofre and Miguel Zaldivar Avila.

10 20. "Preliminary Approval" means the Court order granting preliminary approval of the
11 Settlement Agreement.

12 21. "Released Claims" means: (1) for all Class Members, all claims, rights, demands,
13 liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of
14 operative facts as those set forth in the operative complaints in the Actions that accrued during the Class
15 Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii)
16 all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon
17 termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the
18 failure to reimburse for necessary business expenses; and (vii) all claims asserted through California
19 Business & Professions Code §§ 17200, *et seq.*, and California Labor Code §§ 2698, *et seq.* based on the
20 preceding claims ("Released Class Claims"); and (2) for all Wage Statement Class Members, all claims,
21 rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to,
22 the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class
23 Period, including all claims asserted through California Business & Professions Code §§ 17200, *et seq.*,
24 and California Labor Code §§ 2698, *et seq.* based on the allegation that Defendant issued non-compliant
25 wage statements ("Released Wage Statement Claims").

26 22. "Released Parties" means Defendants; their past or present officers, directors,
27 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants,
28 insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries,

1 affiliates, parents and attorneys, if any.

2 23. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
3 request to be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,
4 address, telephone number and last four digits of the Social Security Number of the Class Member
5 requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement
6 Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement;
7 and (v) be faxed or postmarked on or before the Response Deadline.

8 24. "Response Deadline" means the deadline by which Class Members must postmark or
9 fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the
10 Settlement Administrator. The Response Deadline will be thirty (30) calendar days from the initial
11 mailing of the Notice Packet by the Settlement Administrator, unless the thirtieth (30th) calendar day
12 falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day
13 on which the U.S. Postal Service is open.

14 25. "Settlement Administration Costs" means the costs payable from the Class Settlement
15 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
16 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Class
17 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
18 Settlement Administration Costs will be paid from the Class Settlement Amount, including, if necessary,
19 any such costs in excess of the amount represented by the Settlement Administrator as being the
20 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of
21 approximately Three Hundred and Fifty (350) Class Members, the Settlement Administration Costs are
22 currently estimated to be Fifteen Thousand Dollars (\$15,000).

23 26. "Settlement Administrator" means __, or any other third-party class action settlement
24 administrator agreed to by the Parties and approved by the Court for the purposes of administering this
25 Settlement. The Parties each represent that they do not have any financial interest in the Settlement
26 Administrator or otherwise have a relationship with the Settlement Administrator that could create a
27 conflict of interest.

28 27. "Wage Statement Class Members" means all persons who were employed by

1 Defendants in non-exempt positions in the State of California at any time during the period from June
2 30, 2015 to September 30, 2016.

3 28. "Wage Statement Class Period" means the period from June 30, 2015 to September 30,
4 2016.

5 29. "Workweeks" means the number of days of employment for each Class Member during
6 the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to
7 the nearest whole number. All Class Members will be credited with at least one Workweek.

8 TERMS OF AGREEMENT

9 The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as
10 follows:

11 30. Funding of the Class Settlement Amount. Defendants will make a one-time deposit of
12 the Class Settlement Amount of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000) into a
13 Qualified Settlement Account to be established by the Settlement Administrator. Defendants will pay
14 the employer's share of payroll taxes separately. After the Effective Date, the Class Settlement Amount
15 will be used for: (i) Individual Settlement Payments; (ii) the LWDA Payment; (iii) the Class
16 Representative Enhancement Payments; (iv) Attorneys' Fees and Costs; and (v) Settlement
17 Administration Costs. Defendants will deposit the Class Settlement Amount and the employer's share of
18 payroll taxes within ten (10) calendar days of the Effective Date.

19 31. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application
20 or motion by Class Counsel for Attorneys' Fees and Costs of not more than Six Hundred Sixteen
21 Thousand Six Hundred Sixty Seven Dollars (\$616,667), plus the reimbursement of costs and expenses
22 associated with Class Counsel's litigation and settlement of the Actions, not to exceed Fifty Thousand
23 Dollars (\$50,000), both of which will be paid from the Class Settlement Amount. Class Counsel will
24 divide any fee award as follows: Sixty-Five Percent (65%) to Capstone Law APC and Thirty-Five
25 Percent (35%) to James W. Hawkins, APLC.

26 32. Class Representative Enhancement Payments. In exchange for a general release, and in
27 recognition of their effort and work in prosecuting the Actions on behalf of Class Members, Defendants
28 agree not to oppose or impede any application or motion for Class Representative Enhancement

1 Payments of Seven Thousand Five Hundred Dollars (\$7,500), each, to Plaintiffs. The Class
2 Representative Enhancement Payments will be paid from the Class Settlement Amount and will be in
3 addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be
4 solely and legally responsible to pay any and all applicable taxes on the Class Representative
5 Enhancement Payment.

6 33. Settlement Administration Costs. The Settlement Administrator will be paid for the
7 reasonable costs of administration of the Settlement and distribution of payments from the Class
8 Settlement Amount, which is currently estimated to be Fifteen Thousand Dollars (\$15,000). These costs,
9 which will be paid from the Class Settlement Amount, will include, *inter alia*, the required tax reporting
10 on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice
11 Packets, calculating and distributing the Class Settlement Amount, and providing necessary reports and
12 declarations.

13 34. LWDA Payment. Subject to Court approval, the Parties agree that the amount of Fifty
14 Thousand Dollars (\$50,000) from the Class Settlement Amount will be designated for satisfaction of
15 Plaintiffs' and Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or
16 Thirty Seven Thousand Five Hundred Dollars (\$37,500), of this sum will be paid to the LWDA and
17 Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500), will become part of
18 the Net Settlement Amount.

19 35. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
20 Participating Class Members. No portion of the Net Settlement Amount will revert or be retained by
21 Defendants.

22 36. Individual Settlement Payment Calculations. Individual Settlement Payments will be
23 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class
24 Member worked during the Class Period. Eighty Percent (80%) of the Net Settlement Amount will be
25 allocated to all Class Members (the "Class Member Fund"), and (2) Twenty Percent (20%) of the Net
26 Settlement Amount will be allocated to all Wage Statement Class Members (the "Wage Statement
27 Fund"). Each Class Member's respective shares of the Class Member Fund and Wage Statement Fund
28 will be allocated on a pro-rata basis according to the number of Workweeks worked by each Class

1 Member.

2 36(a) Class Member Fund: The Settlement Administrator will calculate the total
3 number of Workweeks worked by all Class Members during the Class Period. To
4 determine each Class Member's share of the Class Member Fund, the Settlement
5 Administrator will use the following formula: $\text{Share of Class Member Fund} = \frac{\text{Weeks Worked by Class Member}}{\text{Weeks Worked by All Class Members}} \times \text{Class Member}$
6 Fund. The entire Class Member Fund will be disbursed to all Class Members who do
7 not submit timely and valid Requests for Exclusion. If there are any valid and timely
8 Requests for Exclusion, the Settlement Administrator shall proportionately increase each
9 Participating Class Member's share of the Class Members Fund to ensure that the entire
10 Class Member Fund is distributing to Participating Class Members.

11 36(b) Wage Statement Fund: The Settlement Administrator will calculate the
12 total number of Workweeks worked by all Wage Statement Class Members during the
13 Wage Statement Class Period. To determine each Wage Statement Class Member's
14 share of the Wage Statement Fund, the Settlement Administrator will use the following
15 formula: $\text{Share of Wage Statement Fund} = \frac{\text{Weeks Worked by Wage Statement Class}}{\text{Weeks Worked by All Wage Statement Class Members}} \times \text{Wage Statement}$
16 Member. If there are any valid and timely Requests for Exclusion, the Settlement
17 Administrator shall proportionately increase each Participating Wage Statement Class
18 Member's share of the Wage Statement Fund to ensure that the entire Wage Statement
19 Fund is distributing to Participating Wage Statement Class Members.

20 37. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
21 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
22 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
23 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
24 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
25 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
26 or amounts to which any Class Members may be entitled under any benefit plans.
27
28

1 38. Administration Process. The Parties agree to cooperate in the administration of the
2 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
3 administration of the Settlement.

4 39. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
5 Defendants will provide the Class List to the Settlement Administrator and to Class Counsel.

6 40. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
7 List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class Members via
8 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
9 List.

10 41. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
11 Administrator will perform a search based on the National Change of Address Database for information
12 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
13 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
14 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
15 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is
16 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
17 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
18 involved, and will then perform a single re-mailing.

19 42. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
20 will provide: (i) information regarding the nature of the Actions; (ii) a summary of the Settlement's
21 principal terms; (iii) the Settlement Class definition; (iv) the total number of Workweeks each respective
22 Class Member worked for Defendants during the Class Period; (v) each Class Member's estimated
23 Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the
24 dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or
25 Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for
26 Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

27 43. Disputed Information on Notice Packets. Class Members will have an opportunity to
28 dispute the information provided in their Notice Packets. To the extent Class Members dispute their

1 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
2 Settlement Administrator showing that such information is inaccurate. The Settlement Administrator
3 will decide the dispute. Defendants' records will be presumed correct, but the Settlement Administrator
4 will evaluate the evidence submitted by the Class Member and will make the final decision as to the
5 merits of the dispute. All disputes will be decided within ten (10) business days of the Response
6 Deadline.

7 44. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
8 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
9 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
10 receiving the defective submission to advise the Class Member that his or her submission is defective
11 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will
12 have until the later of (i) Response Deadline or (ii) fifteen (15) calendar days from the date of the cure
13 letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request
14 for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

15 45. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
16 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
17 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
18 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
19 for Exclusion has been timely submitted.

20 46. Settlement Class Size. The Class Settlement Amount was calculated with, and is
21 premised on, the understanding that there are approximately Three Hundred and Fifty (350) Class
22 Members eligible to participate in the Settlement. If the number of Class Members stated in this
23 paragraph increases by more than ten percent (10%), then the Net Settlement Amount will be increased
24 by the same proportion.

25 47. Released Claims as of the Effective Date. On the Effective Date, all Participating Class
26 Members will release the Released Class Claims that accrued during the Class Period, and all
27 Participating Wage Statement Class Members will release the Released Wage Statement Claims that
28 accrued during the Wage Statement Class Period.

1 48. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
2 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
3 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
4 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
5 Settlement.

6 49. Objection Procedures. To object to the Settlement Agreement, a Class Member must
7 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
8 Deadline. The Notice of Objection must be signed by the Class Member and contain all information
9 required by this Settlement Agreement. The postmark will be deemed the exclusive means for
10 determining that the Notice of Objection is timely. Class Members who fail to object in the manner
11 specified above will be deemed to have waived all objections to the Settlement and will be foreclosed
12 from making any objections, whether by appeal or otherwise, to the Settlement Agreement. Class
13 Members who postmark timely Notices of Objection will have a right to appear at the Final Approval
14 Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their
15 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the
16 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any
17 Class Members with respect to any such objections to this Settlement.

18 50. Certification Reports Regarding Individual Settlement Payment Calculations. The
19 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
20 certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to
21 the Settlement, and whether any Class Member has submitted a challenge to any information contained
22 in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both
23 Parties any updated reports regarding the administration of the Settlement Agreement as needed or
24 requested.

25 51. Distribution Timing of Individual Settlement Payments. Within twenty (20) calendar
26 days of the Effective Date, the Settlement Administrator will issue payments to: (i) Participating Class
27 Members; (ii) the Labor and Workforce Development Agency; (iii) Plaintiffs; and (iv) Class Counsel.
28 The Settlement Administrator will also issue a payment to itself for Court-approved services performed

1 in connection with the Settlement.

2 52. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
3 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
4 more than one hundred and twenty (120) calendar days after issuance will be tendered to the California
5 Department of Industrial Relations Unpaid Wage Fund (*see* Cal. Lab. Code § 96.6).

6 53. Certification of Completion. Upon completion of administration of the Settlement, the
7 Settlement Administrator will provide a written declaration under oath to certify such completion to the
8 Court and counsel for all Parties.

9 54. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
10 be allocated as follows: (i) Twenty-Five Percent (25%) of each Individual Settlement Payment will be
11 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Seventy-Five (75%) will be
12 allocated as non-wages for which IRS Forms 1099-MISC will be issued.

13 55. Administration of Taxes by the Settlement Administrator. The Settlement
14 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class
15 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
16 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
17 and penalties to the appropriate government authorities.

18 56. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
19 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on
20 any statement, representation, or calculation by Defendants or by the Settlement Administrator in this
21 regard.

22 57. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
23 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
24 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
25 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
26 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
27 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
28 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED

1 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
2 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
3 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
4 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
5 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
6 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
7 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
8 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
9 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
10 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
11 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
12 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
13 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
14 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
15 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
16 AGREEMENT.

17 58. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
18 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
19 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
20 action or right herein released and discharged.

21 59. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
22 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
23 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
24 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
25 likewise be treated as void from the beginning.

26 60. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
27 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
28 Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii)

1 preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a Final
2 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice
3 Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary
4 Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this
5 Settlement, and will include the proposed Notice Packet, which will include both the proposed Notice of
6 Class Action Settlement document, attached as Exhibit A. Class Counsel will be responsible for drafting
7 all documents necessary to obtain preliminary approval.

8 61. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
9 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
10 Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the
11 Final Approval of the Settlement Agreement along with the amounts properly payable for: (i) Attorneys'
12 Fees and Costs; (ii) the Class Representative Enhancement Payment; (iii) Individual Settlement
13 Payments; (iv) the LWDA Payment; (v) all Settlement Administration Costs. The Final
14 Approval/Settlement Fairness Hearing will not be held earlier than thirty (30) calendar days after the
15 Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain
16 final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs
17 application to be heard at the final approval hearing.

18 62. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
19 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to
20 the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely
21 for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii)
22 Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under
23 court rules or as set forth in this Settlement Agreement.

24 63. Release by Plaintiffs. Upon the Effective Date, in addition to the claims being released
25 by all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to
26 the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and
27 not asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of
28 this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the

1 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive
2 any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California
3 Civil Code or similar provisions of applicable law which are as follows:

4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
5 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
6 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
7 BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
8 SETTLEMENT WITH THE DEBTOR.

9 64. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
10 the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set
11 forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

12 65. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
13 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
14 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
15 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
16 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
17 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
18 contradict the terms of this Settlement Agreement.

19 66. Amendment or Modification. No amendment, change, or modification to this
20 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

21 67. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
23 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
24 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
25 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
26 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are
27 unable to reach agreement on the form or content of any document needed to implement the Settlement,
28 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,

1 the Parties may seek the assistance of the Court to resolve such disagreement.

2 68. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
3 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

4 69. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
5 will be governed by and interpreted according to the laws of the State of California.

6 70. Execution and Counterparts. This Settlement Agreement is subject only to the execution
7 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
8 executed counterparts and each of them, including facsimile and scanned copies of the signature page,
9 will be deemed to be one and the same instrument provided that counsel for the Parties will exchange
10 among themselves original signed counterparts.

11 71. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
12 Settlement Agreement is a fair, adequate and reasonable settlement of the Actions and have arrived at
13 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
14 account all relevant factors, present and potential. The Parties further acknowledge that they are each
15 represented by competent counsel and that they have had an opportunity to consult with their counsel
16 regarding the fairness and reasonableness of this Settlement.

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

21 73. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
22 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
23 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
24 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

25 74. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate
26 to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
27 approved, the stipulation to certification will be void. The Parties further agree that certification for
28 purposes of the Settlement is not an admission that class action certification is proper under the standards

1 applied to contested certification motions and that this Settlement Agreement will not be admissible in
2 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants
3 are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

4 75. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
5 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
6 entering into this Settlement, Defendants do not admit, and specifically deny, that it violated any federal,
7 state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other
8 applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty;
9 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
10 their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
11 negotiations connected with it, will be construed as an admission or concession by Defendants of any
12 such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
13 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
14 offered or received as evidence in any action or proceeding to establish any liability or admission on the
15 part of Defendants or to establish the existence of any condition constituting a violation of, or a non-
16 compliance with, federal, state, local or other applicable law.

17 76. No Public Comment: The Parties and their counsel agree that they will not issue any
18 press releases, initiate any contact with the press, respond to any press inquiry, or have any
19 communication with the press about the fact, amount or terms of the Settlement.

20 77. Waiver. No waiver of any condition or covenant contained in this Settlement
21 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
22 imply or constitute a further waiver by such party of the same or any other condition, covenant, right or
23 remedy.

24 78. Enforcement Actions. In the event that one or more of the Parties institutes any legal
25 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
26 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
27 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
28 expert witness fees incurred in connection with any enforcement actions.

79. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

80. **Representation By Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

81. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

82. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

83. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

Dated: 1/7/2019

PLAINTIFF

-DocuSigned by:

207159E1AB424B4

Robert Onofre

PLAINTIFF

Dated:

Miguel Zaldivar Avila

79. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

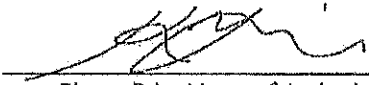
Robert Onofre

Dated: 12-31-18

Miguel Zaldivar Avila

DEFENDANTS ANAHEIM MAJESTIC
GARDEN HOTEL, PHR MANAGEMENT,
INC., AND KEN REAL ESTATE LEASE LTD.

Dated: 1/4/2019


Please Print Name of Authorized Signatory

KEN YANAGIDAWA

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: January 23, 2019

By: 
Raul Perez
Attorneys for Plaintiff Robert Onofre

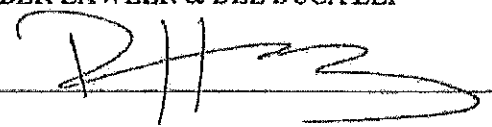
JAMES W. HAWKINS, APLC

Dated: January 02, 2019

By: 
James W. Hawkins
Attorneys for Plaintiff Miguel Zaldivar Avila

ZUBER LAWLER & DEL DUCA LLP

Dated: 1/9/19

By: 

Attorneys for Defendants Anaheim Majestic Garden
Hotel, PHR Management, Inc., and Ken Real Estate
Lease Ltd.

Exhibit A

Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ORANGE
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All persons who were employed by Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. ("Defendants") in non-exempt positions in the State of California at any time during the period from August 26, 2012 to October 15, 2018 ("Class Members"), and

All persons who were employed by Defendants in non-exempt positions in the State of California at any time during the period from June 30, 2015 to September 30, 2016 ("Wage Statement Class Members")

On _____, the Honorable Peter Wilson of the Orange County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants' records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at __:00 __m. on _____, 2019 in Department CX102 of the Orange County Superior Court located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiffs Robert Onofre and Miguel Zaldivar, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with Jeffrey A. Ross, an experienced and well-respected class action mediator. With Jeffrey A. Ross's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and James W. Hawkins APLC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$1,850,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class

Representative Enhancement Payments of \$7,500, each, to Robert Onofre and Miguel Zaldivar for their services on behalf of the class and general releases of all claims arising out of their employment with Defendants; (3) \$616,667 in attorneys' fees and up to \$50,000 in litigation costs and expenses; (4) a \$37,500 payment to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$15,000. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$1,115,833 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Individual Settlement Payment Calculations. Each Class Member's settlement payment will be based on the number of Workweeks each Class Member/Wage Statement Class Member worked in a non-exempt position during the applicable Class Period (August 26, 2012 through October 15, 2018) and Wage Statement Class Period (June 30, 2015 to September 30, 2016). Eighty Percent (80%) of the Net Settlement Amount will be allocated to all Class Members (the "Class Member Fund"), and (2) Twenty Percent (20%) of the Net Settlement Amount will be allocated to all Wage Statement Class Members (the "Wage Statement Fund"). Each Class Member's respective shares of the Class Member Fund and Wage Statement Fund will be allocated on a pro-rata basis according to the number of Workweeks worked by each Class Member.

Class Member Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's share of the Class Member Fund, the Settlement Administrator will use the following formula: $\text{Share of Class Member Fund} = \frac{\text{Weeks Worked by Class Member}}{\text{Weeks Worked by All Class Members}} \times \text{Class Member Fund}$. The entire Class Member Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Class Members Fund to ensure that the entire Class Member Fund is distributing to Participating Class Members.

Wage Statement Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Wage Statement Class Members during the Wage Statement Class Period. To determine each Wage Statement Class Member's share of the Wage Statement Fund, the Settlement Administrator will use the following formula: $\text{Share of Wage Statement Fund} = \frac{\text{Weeks Worked by Wage Statement Class Member}}{\text{Weeks Worked by All Wage Statement Class Members}} \times \text{Wage Statement Fund}$. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Wage Statement Class Member's share of the Wage Statement Fund to ensure that the entire Wage Statement Fund is distributing to Participating Wage Statement Class Members.

According to Defendants' records, you worked during a total of _____ Workweeks during the Class Period and _____ during the Wage Statement Class Period. Accordingly, your estimated payment is approximately \$ _____ from the Class Fund and \$ _____ from the Wage Statement Fund. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendants's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 80% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 20% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims ("Released Claims"):

For all Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of operative facts as those set forth in the operative complaints in the Actions that accrued during the Class Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the failure to reimburse for necessary business expenses; and (vii) all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the preceding claims ("Released Class Claims"); and

For all Wage Statement Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class Period, including all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the allegation that Defendant issued non-compliant wage statements ("Released Wage Statement Claims").

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator

c/o _____

The written request to be excluded must be postmarked or faxed not later than _____, 2019. If you submit a request for exclusion which is not postmarked or faxed by _____, 2019, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

All objections must be received by the administrator by not later than _____ 2019. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Orange and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: (888) 295-8042

James W. Hawkins
James Hawkins APLC
9880 Research Dr. Ste 200
Irvine, CA 92618
Phone: Number

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ORANGE
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11 ROBERT ONOFRE, as an aggrieved employee
12 pursuant to the Private Attorneys General Act
13 ("PAGA"),

14 Plaintiffs,

15 vs.

16 ANAHEIM MAJESTIC GARDEN HOTEL, a
17 California corporation; PHR MANAGEMENT,
18 INC., a California corporation; KEN REAL
19 ESTATE LEASE LTD., a business entity of
20 unknown form; and DOES 1 through 10,
21 inclusive,

22 Defendants.

23 MIGUEL ZALDIVAR AVILA, individually
24 and on behalf of all others similarly situated,

25 Plaintiffs,

26 vs.

27 ANAHEIM MAJESTIC GARDEN HOTEL,
28 business form unknown; TSUBAKI HOTEL
COLLECTION, business form unknown, and
DOES 1-50, inclusive,

Defendants.

Case No.: 30-2016-00861544-CU-OE-CXC

**REVISED AMENDMENT TO JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Date: June 13, 2019
Time: 2:00 p.m.
Place: Department CX102

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1 Settlement Class.

2 4. "Response Deadline" means the deadline by which Class Members must postmark or
3 fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the
4 Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial
5 mailing of the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day
6 falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day
7 on which the U.S. Postal Service is open.

8 5. "Settlement Administrator" means ILYM Group, Inc., or any other third-party class
9 action settlement administrator agreed to by the Parties and approved by the Court for the purposes of
10 administering this Settlement. The Parties each represent that they do not have any financial interest in
11 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
12 could create a conflict of interest.

13 6. All Individual Settlement Payments will be allocated as follows: (i) Twenty-Five
14 Percent (25%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms
15 W-2 will be issued; and (ii) Seventy-Five (75%) will be allocated as non-wages for which IRS Forms
16 1099-MISC will be issued.

17 7. Prior to mailing the Class Notices, the Settlement Administrator will perform a search
18 based on the National Change of Address Database for information to update and correct for any known
19 or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-
20 deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to
21 the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-
22 mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
23 promptly attempt to determine the correct address using a skip-trace, or other search using the name,
24 address and/or Social Security number of the Class Member involved, and will then perform a single re-
25 mailing. Those Class Members who receive a re-mailed Class Notice will have between the later of (i)
26 an additional fifteen (15) calendar days or (ii) the Response Deadline to submit a Request for Exclusion
27 or an objection to the Settlement.

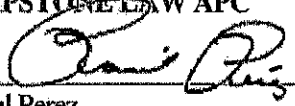
28 8. Funds represented by Individual Settlement Payment checks returned as undeliverable

1 and Individual Settlement Payment checks remaining un-cashed for more than one hundred and twenty
2 (120) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property
3 Division.

4 **IT IS SO STIPULATED.**

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6
7 Dated: June 6, 2019

CAPSTONE LAW APC

By: 

Raul Perez

Attorneys for Plaintiff Robert Onofre

8
9
10 Dated: June 05, 2019

JAMES W. HAWKINS, APC

By: 

James W. Hawkins

Attorneys for Plaintiff Miguel Zaldivar Avila

11
12
13
14 Dated: _____

ZUBER LAWLER & DEL DUCA LLP

By: _____

Agnès M. Sullivan

Attorneys for Defendants Anaheim Majestic Garden
Hotel, PHR Management, Inc., and Ken Real Estate
Lease Ltd.

1 and Individual Settlement Payment checks remaining un-cashed for more than one hundred and twenty
2 (120) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property
3 Division.

4 **IT IS SO STIPULATED.**

6 **CAPSTONE LAW APC**

7 Dated: _____

7 By: _____

8 Raul Perez
9 Attorneys for Plaintiff Robert Onofre

10 **JAMES W. HAWKINS, APLC**

11 Dated: _____

11 By: _____

12 James W. Hawkins
13 Attorneys for Plaintiff Miguel Zaldivar Avila

13 **ZUBER LAWLER & DEL DUCA LLP**

14 Dated: _____

14 By:  _____

15 Agnès M. Sullivan
16 Attorneys for Defendants Anaheim Majestic Garden
17 Hotel, PHR Management, Inc., and Ken Real Estate
18 Lease Ltd.
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Exhibit A

Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ORANGE
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

*Si desea una traducción al Español de este Aviso, por favor llame al ***-***-*****

To: All persons who were employed by Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. ("Defendants") in non-exempt positions in the State of California at any time during the period from August 26, 2012 to October 15, 2018 ("Class Members"), and

All persons who were employed by Defendants in non-exempt positions in the State of California at any time during the period from June 30, 2015 to September 30, 2016 ("Wage Statement Class Members")

On _____, the Honorable Peter Wilson of the Orange County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants' records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____:00 __m. on _____, 2019 in Department CX102 of the Orange County Superior Court located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiffs Robert Onofre and Miguel Zaldivar, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with Jeffrey A. Ross, an experienced and well-respected class action mediator. With Jeffrey A. Ross's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and James W. Hawkins APLC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$1,850,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of up to \$7,500, each, to Robert Onofre and Miguel Zaldivar for their services on behalf of the class and general releases of all claims arising out of their employment with Defendants; (3) up to \$616,667 in attorneys' fees and up to \$50,000 in litigation costs and expenses; (4) up to \$37,500 payment to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses ~~currently estimated at~~ up to \$15,000. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$1,115,833 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Individual Settlement Payment Calculations. Each Class Member's settlement payment will be based on the number of Workweeks each Class Member/Wage Statement Class Member worked in a non-exempt position during the applicable Class Period (August 26, 2012 through October 15, 2018) and Wage Statement Class Period (June 30, 2015 to September 30, 2016). Eighty Percent (80%) of the Net Settlement Amount will be allocated to all Class Members (the "Class Member Fund"), and (2) Twenty Percent (20%) of the Net Settlement Amount will be allocated to all Wage Statement Class Members (the "Wage Statement Fund"). Each Class Member's respective shares of the Class Member Fund and Wage Statement Fund will be allocated on a pro-rata basis according to the number of Workweeks worked by each Class Member.

Class Member Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's share of the Class Member Fund, the Settlement Administrator will use the following formula: $\text{Share of Class Member Fund} = \frac{\text{Weeks Worked by Class Member}}{\text{Weeks Worked by All Class Members}} \times \text{Class Member Fund}$. The entire Class Member Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Class Members Fund to ensure that the entire Class Member Fund is distributing to Participating Class Members.

Wage Statement Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Wage Statement Class Members during the Wage Statement Class Period. To determine each Wage Statement Class Member's share of the Wage Statement Fund, the Settlement Administrator will use the following formula: $\text{Share of Wage Statement Fund} = \frac{\text{Weeks Worked by Wage Statement Class Member}}{\text{Weeks Worked by All Wage Statement Class Members}} \times \text{Wage Statement Fund}$. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Wage Statement Class Member's share of the Wage Statement Fund to ensure that the entire Wage Statement Fund is distributing to Participating Wage Statement Class Members.

According to Defendants' records, you worked during a total of _____ Workweeks during the Class Period and _____ during the Wage Statement Class Period. Accordingly, your estimated payment is approximately \$_____ from the Class Fund and \$_____ from the Wage Statement Fund. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendants's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 8025% of each

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 2075% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”):

For all Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of operative facts as those set forth in the operative complaints in the Actions that accrued during the Class Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the failure to reimburse for necessary business expenses; and (vii) all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the preceding claims (“Released Class Claims”); and

For all Wage Statement Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class Period, including all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the allegation that Defendant issued non-compliant wage statements (“Released Wage Statement Claims”).

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Attn: Anaheim Majestic Class Action Settlement

Settlement Administrator

_____/c/o _____ILYM Group, Inc.

P.O. Box 2031 Tustin, CA 92781

The written request to be excluded must be postmarked or faxed not later than _____, 2019. If you submit a request for exclusion which is not postmarked or faxed by _____, 2019, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection ~~accompanied by any legal support for such objection~~; (3) copies of any ~~papers, briefs, or other~~ documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All objections must be received by the administrator by not later than _____ 2019. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Orange and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

ALL PAPERS FILED IN THIS MATTER WILL BE AVAILABLE FOR REVIEW VIA THE COURTHOUSE AND VIA THE CIVIL CASE INFORMATION WEBSITE FOR THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE, AVAILABLE ONLINE AT WWW.OCCOURTS.ORG/ONLINE-SERVICES/CASE-ACCESS/, BY CLICKING ON "ACCESS NOW" NEXT TO CIVIL CASE & DOCUMENT ACCESS.

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Phone: (888) 295-8042

James W. Hawkins
James Hawkins APLC
9880 Research Dr. Ste 200
Irvine, CA 92618
Phone: ~~Number~~ (949) 387-7200

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ORANGE
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully
Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***--*******

To: All persons who were employed by Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. ("Defendants") in non-exempt positions in the State of California at any time during the period from August 26, 2012 to October 15, 2018 ("Class Members"), and

All persons who were employed by Defendants in non-exempt positions in the State of California at any time during the period from June 30, 2015 to September 30, 2016 ("Wage Statement Class Members")

On _____, the Honorable Peter Wilson of the Orange County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants' records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at :00 _m. on _____, 2019 in Department CX102 of the Orange County Superior Court located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiffs Robert Onofre and Miguel Zaldivar, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with Jeffrey A. Ross, an experienced and well-respected class action mediator. With Jeffrey A. Ross's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and James W. Hawkins APLC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$1,850,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of up to \$7,500, each, to Robert Onofre and Miguel Zaldivar for their services on behalf of the class and general releases of all claims arising out of their employment with Defendants; (3) up to \$616,667 in attorneys' fees and up to \$50,000 in litigation costs and expenses; (4) up to \$37,500 to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses of up to \$15,000. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$1,115,833 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Individual Settlement Payment Calculations. Each Class Member's settlement payment will be based on the number of Workweeks each Class Member/Wage Statement Class Member worked in a non-exempt position during the applicable Class Period (August 26, 2012 through October 15, 2018) and Wage Statement Class Period (June 30, 2015 to September 30, 2016). Eighty Percent (80%) of the Net Settlement Amount will be allocated to all Class Members (the "Class Member Fund"), and (2) Twenty Percent (20%) of the Net Settlement Amount will be allocated to all Wage Statement Class Members (the "Wage Statement Fund"). Each Class Member's respective shares of the Class Member Fund and Wage Statement Fund will be allocated on a pro-rata basis according to the number of Workweeks worked by each Class Member.

Class Member Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's share of the Class Member Fund, the Settlement Administrator will use the following formula: $\text{Share of Class Member Fund} = \frac{\text{Weeks Worked by Class Member}}{\text{Weeks Worked by All Class Members}} \times \text{Class Member Fund}$. The entire Class Member Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Class Members Fund to ensure that the entire Class Member Fund is distributing to Participating Class Members.

Wage Statement Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Wage Statement Class Members during the Wage Statement Class Period. To determine each Wage Statement Class Member's share of the Wage Statement Fund, the Settlement Administrator will use the following formula: $\text{Share of Wage Statement Fund} = \frac{\text{Weeks Worked by Wage Statement Class Member}}{\text{Weeks Worked by All Wage Statement Class Members}} \times \text{Wage Statement Fund}$. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Wage Statement Class Member's share of the Wage Statement Fund to ensure that the entire Wage Statement Fund is distributing to Participating Wage Statement Class Members.

According to Defendants' records, you worked during a total of _____ Workweeks during the Class Period and _____ during the Wage Statement Class Period. Accordingly, your estimated payment is approximately \$_____ from the Class Fund and \$_____ from the Wage Statement Fund. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendants's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”):

For all Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of operative facts as those set forth in the operative complaints in the Actions that accrued during the Class Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the failure to reimburse for necessary business expenses; and (vii) all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the preceding claims (“Released Class Claims”); and

For all Wage Statement Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class Period, including all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the allegation that Defendant issued non-compliant wage statements (“Released Wage Statement Claims”).

Option 2 – *Opt Out of the Settlement*

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Attn: *Anaheim Majestic Class Action Settlement*
Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781

The written request to be excluded must be postmarked or faxed not later than _____, 2019. If you submit a request for exclusion which is not postmarked or faxed by _____, 2019, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number; (2) a written statement of all grounds for the objection; (3) copies of any documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All objections must be received by the administrator by not later than _____ 2019. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Orange and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

ALL PAPERS FILED IN THIS MATTER WILL BE AVAILABLE FOR REVIEW VIA THE COURTHOUSE AND VIA THE CIVIL CASE INFORMATION WEBSITE FOR THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE, AVAILABLE ONLINE AT WWW.OCCOURTS.ORG/ONLINE-SERVICES/CASE-ACCESS/, BY CLICKING ON "ACCESS NOW" NEXT TO CIVIL CASE & DOCUMENT ACCESS.

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Exhibit B

EXCLUSION FORM

MAIL OR FAX TO:

Attn: Anaheim Majestic Class Action Settlement
Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781
Fax: (***) ***-****

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT RECEIVE** YOUR PAYMENT FROM THE SETTLEMENT.

I _____ request to be excluded from the Settlement Class in the matters of *Onofre v. Anaheim Majestic Garden Hotel*, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court) and *Avila v. Anaheim Majestic Garden Hotel*, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court). I understand that by submitting this Exclusion Form, I will no longer be eligible for a payment from the settlement.

Sign your name here

Print your name here

Address

Telephone

Last Four Digits of Social Security No.

Exhibit 2

Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF ORANGE
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully
Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***--*******

To: All persons who were employed by Defendants Anaheim Majestic Garden Hotel, PHR Management, Inc., and Ken Real Estate Lease Ltd. ("Defendants") in non-exempt positions in the State of California at any time during the period from August 26, 2012 to October 15, 2018 ("Class Members"), and

All persons who were employed by Defendants in non-exempt positions in the State of California at any time during the period from June 30, 2015 to September 30, 2016 ("Wage Statement Class Members")

On _____, the Honorable Peter Wilson of the Orange County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants' records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at ____:00 __m. on _____, 2019 in Department CX102 of the Orange County Superior Court located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiffs Robert Onofre and Miguel Zaldivar, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. The parties participated in a mediation with Jeffrey A. Ross, an experienced and well-respected class action mediator. With Jeffrey A. Ross's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and James W. Hawkins APLC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$1,850,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of up to \$7,500, each, to Robert Onofre and Miguel Zaldivar for their services on behalf of the class and general releases of all claims arising out of their employment with Defendants; (3) up to \$616,667 in attorneys' fees and up to \$50,000 in litigation costs and expenses; (4) up to \$37,500 to the California Labor and Workforce Development Agency ("LWDA") in connection and accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and (5) reasonable Settlement Administrator's fees and expenses of up to \$15,000. After deducting the Class Representative Enhancement Payments, attorneys' fees and costs, the payment to the LWDA, and the Settlement Administrator's fees and expenses, a total of approximately \$1,115,833 will be allocated to Class Members who do not opt out of the settlement ("Net Settlement Amount").

Individual Settlement Payment Calculations. Each Class Member's settlement payment will be based on the number of Workweeks each Class Member/Wage Statement Class Member worked in a non-exempt position during the applicable Class Period (August 26, 2012 through October 15, 2018) and Wage Statement Class Period (June 30, 2015 to September 30, 2016). Eighty Percent (80%) of the Net Settlement Amount will be allocated to all Class Members (the "Class Member Fund"), and (2) Twenty Percent (20%) of the Net Settlement Amount will be allocated to all Wage Statement Class Members (the "Wage Statement Fund"). Each Class Member's respective shares of the Class Member Fund and Wage Statement Fund will be allocated on a pro-rata basis according to the number of Workweeks worked by each Class Member.

Class Member Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's share of the Class Member Fund, the Settlement Administrator will use the following formula: $\text{Share of Class Member Fund} = \frac{\text{Weeks Worked by Class Member}}{\text{Weeks Worked by All Class Members}} \times \text{Class Member Fund}$. The entire Class Member Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Class Members Fund to ensure that the entire Class Member Fund is distributing to Participating Class Members.

Wage Statement Fund: The Settlement Administrator will calculate the total number of Workweeks worked by all Wage Statement Class Members during the Wage Statement Class Period. To determine each Wage Statement Class Member's share of the Wage Statement Fund, the Settlement Administrator will use the following formula: $\text{Share of Wage Statement Fund} = \frac{\text{Weeks Worked by Wage Statement Class Member}}{\text{Weeks Worked by All Wage Statement Class Members}} \times \text{Wage Statement Fund}$. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Wage Statement Class Member's share of the Wage Statement Fund to ensure that the entire Wage Statement Fund is distributing to Participating Wage Statement Class Members.

According to Defendants' records, you worked during a total of _____ Workweeks during the Class Period and _____ during the Wage Statement Class Period. Accordingly, your estimated payment is approximately \$_____ from the Class Fund and \$_____ from the Wage Statement Fund. If you believe the information provided above is incorrect, please contact the Settlement Administrator at _____. If you dispute the information stated above, Defendants's records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 25% of each

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 75% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the following claims (“Released Claims”):

For all Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the same set of operative facts as those set forth in the operative complaints in the Actions that accrued during the Class Period, including (i) all claims for unpaid overtime; (ii) all claims for meal and rest break violations; (iii) all claims for unpaid minimum wages; (iv) all claims for the failure to timely pay wages upon termination; (v) all claims for the failure to timely pay wages during employment; (vi) all claims for the failure to reimburse for necessary business expenses; and (vii) all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the preceding claims (“Released Class Claims”); and

For all Wage Statement Class Members, all claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from, or related to, the allegation that Defendant issued non-compliant wage statements during the Wage Statement Class Period, including all claims asserted through California Business & Professions Code §§ 17200, et seq., and California Labor Code §§ 2698, et seq. based on the allegation that Defendant issued non-compliant wage statements (“Released Wage Statement Claims”).

Option 2 – *Opt Out of the Settlement*

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Attn: *Anaheim Majestic Class Action Settlement*
Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781

The written request to be excluded must be postmarked or faxed not later than _____, 2019. If you submit a request for exclusion which is not postmarked or faxed by _____, 2019, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have released the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number; (2) a written statement of all grounds for the objection; (3) copies of any documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All objections must be received by the administrator by not later than _____ 2019. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Orange and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

ALL PAPERS FILED IN THIS MATTER WILL BE AVAILABLE FOR REVIEW VIA THE COURTHOUSE AND VIA THE CIVIL CASE INFORMATION WEBSITE FOR THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE, AVAILABLE ONLINE AT WWW.OCCOURTS.ORG/ONLINE-SERVICES/CASE-ACCESS/, BY CLICKING ON "ACCESS NOW" NEXT TO CIVIL CASE & DOCUMENT ACCESS.

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Onofre v. Anaheim Majestic Garden Hotel, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court)
Avila v. Anaheim Majestic Garden Hotel, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court)

EXCLUSION FORM

MAIL OR FAX TO:

Attn: Anaheim Majestic Class Action Settlement
Settlement Administrator
c/o ILYM Group, Inc.
P.O. Box 2031 Tustin, CA 92781
Fax: (***) ***-****

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT RECEIVE** YOUR PAYMENT FROM THE SETTLEMENT.

I _____ request to be excluded from the Settlement Class in the matters of *Onofre v. Anaheim Majestic Garden Hotel*, No. 30-2016-00861544-CU-OE-CXC (Orange County Superior Court) and *Avila v. Anaheim Majestic Garden Hotel*, No. 30-2016-00871797-CU-OE-CXC (Orange County Superior Court). I understand that by submitting this Exclusion Form, I will no longer be eligible for a payment from the settlement.

Sign your name here

Print your name here

Address

Telephone

Last Four Digits of Social Security No.