

JAMES R. HAWKINS (SBN 192925)
james@jameshawkinsaplc.com
CHRISTINA M. LUCIO (SBN 253677)
christina@jameshawkinsaplc.com
JAMES HAWKINS, APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel: (949) 387-7200
Fax: (949) 387-6676

Attorneys for SOPHIA HERRERA, on behalf of
herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO

SOPHIA HERRERA, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

PRIDESTAFF INC., a California
Corporation; SUPPLIES NETWORK, a
Missouri Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No. 22CECG04217

Assigned for All Purposes To:
Hon. D. Tyler Tharpe
Dept.: 501

**DECLARATION OF JAMES R.
HAWKINS IN SUPPORT OF RENEWED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AGREEMENT**

Date: June 16, 2026
Time: 3:27 p.m.
Dept.: 501

Complaint Filed: December 30, 2022
Trial: None Set

1. I am an attorney licensed to practice before all courts in the State of California. I am the founder and principal of James Hawkins APLC, counsel for Plaintiff Sophia Herrera ("Plaintiff") in the above-captioned action against Defendants PrideStaff Inc. and Distribution Management, Inc. dba Supplies Network ("Defendants"). Unless otherwise stated, I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would competently testify to these facts under oath.

2. I submit this Declaration in support of Plaintiff's Renewed Motion for Approval of the PAGA Settlement Agreement pursuant to the Private Attorneys General Act of 2004 (Cal. Lab. Code 2698, et seq.) ("PAGA"). A true and correct copy of the PAGA Settlement Agreement ("Settlement Agreement") is attached hereto as **Exhibit 1**. The PAGA Settlement Agreement has not been modified since the initial submission, but is attached hereto for the Court's convenience.

3. While this declaration largely mirrors that submitted in connection with the original submission of the Motion for PAGA Approval, it has been updated to address the issues and questions raised by the Court in the ruling issued on February 5, 2026.

Procedural History

4. On October 25, 2022, Plaintiff submitted written notice to Defendants and the California Labor and Workforce Development Agency ("LWDA") of the alleged Labor Code violations by Defendants pursuant to Labor Code section 2699.3.

a. In its Order on the prior Motion, the Court requested a copy of the original PAGA notice to the LWDA. Attached hereto as **Exhibit 2** is a true and correct copy of the original notice of the alleged violations that was submitted to the LWDA to put the State on notice of the claims asserted and released in the Settlement. As the Court notes, evidence regarding the submission of the Settlement to the LWDA was previously submitted to the Court in connection with the original submission of this PAGA approval motion.

5. On October 27, 2022, Plaintiff filed a class action complaint in the California Superior Court, County of Fresno, Case No. 22CECG03411 asserting causes of action (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to timely pay wages owed

1 upon separation from employment; (4) knowing and intentional failure to comply with itemized
2 wage statement provisions; and (5) violation of the unfair competition law.

3 6. On December 30, 2022, Plaintiff commenced the above-entitled action seeking
4 penalties under PAGA. The complaint included claims for penalties for: (1) failure to pay
5 minimum wages; (2) failure to pay overtime wages; (3) failure to timely pay wages owed upon
6 separation from employment; (4) knowing and intentional failure to comply with itemized wage
7 statement provisions; and (5) failure to keep accurate records.

8 7. Shortly thereafter, Defendants informed Plaintiff that they believed that Plaintiff
9 was subject to a binding arbitration agreement between the Parties, and maintained that Plaintiff
10 was required to pursue her individual claims and individual PAGA claim in arbitration based
11 upon the Supreme Court's ruling in *Viking River Cruises, Inc. v. Moriana*, 596 U.S. 639 (2022).
12 Accordingly, the Parties entered into a stipulation to have the individual claims, including
13 individual PAGA claims, litigated in arbitration.

14 8. Plaintiff subsequently filed a demand for arbitration with JAMS.

15 9. In arbitration, the Parties participated in an initial scheduling conference, created a
16 discovery plan, and exchanged initial disclosures at the outset. Plaintiff propounded
17 interrogatories, requests for production, and requests for admissions to each of the Defendants.
18 Defendants responded and produced relevant documentation. Plaintiff also propounded PMQ
19 deposition notices to each of the Defendants. Before the depositions proceeded, the Parties
20 decided to explore whether an informal resolution could be achieved through mediation.

21 10. Prior to mediation, Plaintiff and PAGA Counsel obtained, through informal
22 discovery, a sampling of pay and time records for the Aggrieved Employees, detailed policies and
23 practices concerning timekeeping, meal and rest periods, overtime calculations, and other relevant
24 employment conditions; Plaintiff's time and wage statements; personnel-related documentation;
25 Defendants' employee handbooks and other policy documents in effect during the PAGA Period;
26 data points and applicable job descriptions for the Aggrieved Employees. In sum, the Parties
27 exchanged documents and information that allowed both sides to calculate the potential damages
28 and evaluate potential risks.

11. PAGA counsel analyzed, researched, and investigated the potential issues, including matters related to calculating damages, risks of arbitration, trial risks, and potential appellate issues. This shared data facilitated a precise evaluation of Defendants' potential liability and damages based on the presented claims. This information allowed both sides to calculate potential damages and evaluate risks.

12. After comprehensive information exchange and informal discovery, the Parties participated in mediation presided over by experienced mediator Lisa Klerman, Esq. on December 18, 2024. With the guidance of Ms. Klerman, the Parties reached a global resolution of all claims, which led to the executed Settlement Agreement.

Stipulation to Lift Stay Granted

13. In its ruling, the Court noted that the above-entitled action had been stayed and that the stay needed to be lifted before approval could be granted. The Parties submitted a stipulation to lift the stay in the action on April 8, 2026. The Court entered an Order on April 27, 2026 granting the stipulation and setting a Case Management Conference for July 30, 2026. Attached hereto as **Exhibit 3** is a true and correct copy of the Court's Order granting the stipulation to lift the stay.

Consolidation Is Not Necessary

14. The Parties agree that consolidation of Case Nos. 22CECG03411 and 22CECG04217 is not required. Only the PAGA claims in Case No. 22CECG04217 are resolved in the Settlement Agreement which the Parties ask the Court to approve. Plaintiff's individual claims are separately addressed, and, as the Court notes in its Order, court approval is not required for Plaintiff's individual wage and hour claims pending in Case No. 22CECG03411. As such, consolidation is not warranted.

Summary of the Terms of the Settlement

15. The Settlement Agreement provides for a Gross Settlement Amount of \$320,000, which is non-reversionary and will be allocated as follows:

- a. Attorney's Fees: up to 35% of the Gross Settlement Amount (\$112,000);
- b. Litigation Costs: up to \$26,000 (request \$25,156.63);

- c. Settlement Administration Costs: up to \$4,775;
- d. PAGA Representative Service Payment: up to \$2,500;
- e. PAGA Penalties: approximately \$175,568.37, of which 75% (\$131,676.27) will be paid to the LWDA, and 25% (\$43,892.09) will be paid to the Aggrieved Employees.

16. The Aggrieved Employees are defined as "all persons employed by Defendants in California during the PAGA Period and classified as non-exempt hourly employees." The PAGA Period is from October 27, 2021, to December 18, 2024.

17. Based on a review of their records, and at the time the Parties negotiated the resolution, Defendants estimated that the Aggrieved Employees worked approximately 7,859 PAGA Pay Periods, of which approximately 1,528 pay periods were worked by PrideStaff's temporary placements.

18. In its Order, the Court indicated that it required evidence from Defendants to substantiate the pay period counts in the Settlement Agreement from a foundational standpoint. (See, **Exhibit 1**, ¶¶ 4.1.) As such, the Parties submit the two declarations from Defendants which provide evidence that the aggregate pay period count is approximately 7,077 pay periods—less than the PAGA Pay Period estimate (7,859) in the Settlement Agreement.

a. Attached hereto as **Exhibit 4** is the Declaration of Rachel Freeman on behalf of Defendant Distribution Management, Inc. dba Supplies Network, Inc. which confirms that during the PAGA Period there was 121 employees who worked approximately 5,501 pay periods during the relevant time.

b. Attached hereto as **Exhibit 5** is the Declaration of Elliot Meme on behalf of Defendant PrideStaff, Inc. which confirms that during the PAGA Period, PrideStaff placed 198 temporary workers who worked approximately 1,576 pay periods at Supplies Network during the relevant time.

19. The Settlement Agreement includes an escalator clause providing that if the actual number of PAGA Pay Periods exceeds 8,645 (10% above the estimated 7,859), Defendants may

1 either increase the Gross Settlement Amount by \$40.72 per excess pay period or elect to close the
2 PAGA Period. (Settlement Agreement, § 8.)

3 20. The individual payments to Aggrieved Employees will be calculated based on the
4 number of pay periods each employee worked during the PAGA Period. Based on the data
5 provided by Defendant, the average payment per Aggrieved Employee is estimated to be
6 approximately \$137.59. These individual payments represent meaningful relief given the nature
7 of PAGA penalties and the risks of continued litigation.

8 21. The Settlement Agreement provides for a release as follows:

9 Upon the Effective Date, all Aggrieved Employees, and their successors, assigns,
10 heirs, administrators, representatives, attorneys, and agents, shall be deemed to have fully
11 and finally released and discharged the Released Parties from the "Released PAGA
12 Claims." The "Released PAGA Claims" are defined as:

13
14 All claims for PAGA penalties, attorneys' fees, costs, or interest recoverable
15 under PAGA that were alleged, or reasonably could have been alleged, in the Action,
16 arising during the PAGA Period based on the facts stated in the PAGA Notice and/or
17 in the Action, including, but not limited to, violations of California Labor Code
18 sections 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 510, 512, 558, 1174, 1174.5,
19 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, as well as all associated statutes
and applicable Industrial Welfare Commission ("IWC") Wage Orders, for failure to
pay wages due, including minimum, regular, and overtime wages; failure to timely pay
all wages due upon separation of employment; failure to provide accurate and
itemized wage statements; and failure to maintain requisite payroll records.

20 (Settlement Agreement, § 5.1.)

21 22. The Parties mutually selected Apex Class Action Administration ("Apex") to serve
22 as the Settlement Administrator, which will be responsible for processing the settlement payments
23 and providing notice to the Aggrieved Employees. Apex submitted a not to exceed bid for the
24 costs of administration at \$4,775. The Court requested evidence to confirm that the
25 administrator's services could be performed within the cost estimate. Attached hereto as **Exhibit**
26 **14** is a true and correct copy of a Declaration from Sean Hartranft of Apex.

27 23. A proposed Notice to the Aggrieved Employees is attached to the Settlement
28 Agreement as **Exhibit A**. The Notice provides the Aggrieved Employees with details of the

1 Settlement, including monetary allocations, the terms of the claims released, the Aggrieved
2 Employee definition, and how they may obtain additional information about the Settlement.

3 24. On November 3, 2025, a copy of the proposed Settlement Agreement was
4 submitted to the LWDA in accordance with Labor Code section 2699(1)(2). A true and correct
5 copy of the submission confirmation is attached hereto as **Exhibit 6**.

6 25. In connection with the filing of the instant motion, a copy of the proposed
7 settlement and these motion papers were submitted to the LWDA. A true and correct copy of the
8 submission confirmation is attached hereto as **Exhibit 7**.

9 **The Settlement is Fair, Adequate and Reasonable¹**

10 26. The Settlement Agreement is fair, reasonable, and adequate and serves the
11 purposes of PAGA by providing meaningful relief to the State of California and the Aggrieved
12 Employees while avoiding the costs, delays, and risks of continued litigation.

13 27. Per PAGA, for the first violation, the PAGA penalty is \$100 and for each
14 subsequent violation, the PAGA penalty is \$200. Plaintiffs initially contended that there were
15 multiple PAGA violations per pay period. Several courts have held that the “subsequent” penalty
16 under PAGA applies only after an employer has been found to be in violation of the Labor Code
17 by either a court or the Labor Commissioner. See *Gunther v. Alaska Airlines, Inc.*, 72 Cal. App.
18 5th 334, 356 (2021) (“the increased \$200 civil penalty for ‘subsequent violation[s]’ does not
19 apply unless [Plaintiff] presents evidence that the Labor Commission or a court notified
20 [Defendant] that it was in violation of the Labor Code.”); *Bernstein v. Virgin Am., Inc.*, 990 F.3d
21 1157, 1173 (9th Cir. 2021) (reversing an award of enhanced civil penalties because the defendant
22 was not given notice by the Labor Commissioner when the “subsequent” violations occurred).

23 28. Based upon the estimates provided by Defendants, Plaintiff determined that the
24 maximum statutory liability that Defendants faced during the PAGA Period would be
25 approximately \$3.36 million based on approximately 7,859 Pay Periods at \$100 per pay period
26 for initial violations, assuming 100% violation rate for the minimum wage, overtime,

27 ¹ For the Court’s convenience, Plaintiff has not updated the Kullar analysis to reflect the reduced workweek count.
28 Thus, the settlement analysis is based on the assumptions at the time of mediation and is the same as that which was
reviewed by the Court on the previously submitted motion.

1 recordkeeping and wage statement, and Labor Code 203 claims, a 24% violation rate for the meal
2 period claim, and that penalties could be stacked for five alleged violations per pay period plus
3 one violation per employee for failure to pay all wages earned at separation.

4 29. Defendants disputed liability on multiple grounds and asserted various defenses
5 that created significant litigation risks in the pursuit of the representative action. For example,
6 Defendants argued that employees were properly paid for all hours worked, that any alleged
7 violations resulted from employee voluntary choice rather than company policy, that employees
8 were provided with multiple opportunities to advise the company of any issues with their pay or
9 working conditions, that employees were trained to record all hours worked and take all lawful
10 meal and rest periods, and that their policies were at all times fully compliant with California law.
11 Defendants also contended that courts have wide latitude to reduce civil penalties "based on the
12 facts and circumstances of a particular case" to avoid awards that are "unjust, arbitrary and
13 oppressive, or confiscatory." (Cal. Lab. Code § 2699(e)(2).)

14 30. Plaintiff evaluated each claim as follows:

- 15 a. **Minimum Wage/Overtime Claims (Labor Code §§ 204, 210, 216, 225.5, 510,**
16 **558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198):** Plaintiff
17 alleged that Defendants required employees to perform work off-the-clock,
18 including waiting outside the entrance before shifts, waiting in line to clock in, and
19 being forced to wait before clocking in. Plaintiff also alleged that Defendants
20 unlawfully rounded hours worked against employee interests and engaged in time-
21 shaving by changing employee time clock records. Defendants contended that their
22 policies expressly prohibit off-the-clock work, employees are trained to record all
23 hours worked, and that employees were compensated for all hours worked. They
24 further argued that any alleged off-the-clock work would not appear in time
25 records, making it virtually impossible to identify such instances without
26 conducting individualized inquiries not appropriate for representative treatment.
27 Defendants also argued that, to establish a failure to pay all hours worked, Plaintiff
28

1 would need to prove that Defendants had actual or constructive knowledge that
2 employees were performing uncompensated work. As to the overtime claims, in
3 addition to the off-the-clock hours worked overtime, Plaintiff also alleged that
4 Defendants failed to pay overtime at the proper rate. Defendants, on the other
5 hand, contended that all wages were properly paid and that no non-discretionary
6 sums were paid to Aggrieved Employees that were required to be incorporated into
7 the regular rate. Defendants also argued that the majority of the code sections
8 cited in connection with this claim were not violated per se and thus triggered no
9 penalty. Defendants further argued that penalties could not be stacked for the
10 same conduct. Plaintiff initially estimated exposure for the penalties for the
11 minimum wage claim at \$785,900.00 (7859 pay periods x \$100 per pay period).
12 However based on the defenses raised, potential issues of proof, violation rates,
13 and the likelihood of prevailing, Plaintiff estimated that the reasonable exposure
14 for this claim was \$392,950.00 (7859 pay periods x \$100 per pay period x .5 based
15 on discount factors). Plaintiff initially estimated exposure for the penalties for the
16 overtime claim at \$785,900.00 (7859 pay periods x \$100 per pay period).
17 However based on the defenses raised, potential issues of proof, violation rates,
18 and the likelihood of prevailing, Plaintiff estimated that the reasonable exposure
19 for this claim was \$235,770.00 (7859 pay periods x \$100 per pay period x .3 based
20 on discount factors).

- 21 b. **Meal Period Claims (Labor Code §512):** An analysis of the sampling of time
22 and pay records produced indicate that 24% of meal periods were missed, late or
23 short. During the mediation, Plaintiff asserted that Defendants were liable for
24 PAGA penalties because meal period premiums were not always paid by
25 Defendants when Aggrieved Employee time records revealed that meal periods
26 were missed, late or short. Defendants argued that its written meal period policies
27 complied with the law. Defendants also challenged the alleged systematic nature
28

1 of the alleged violations, arguing that any meal period issues were isolated
2 incidents based on individual circumstances rather than company-wide policy
3 failures. Moreover, Defendants contended that proof of this claim would require
4 declarations from Aggrieved Employees and obtaining such declarations
5 potentially would reveal that each employee had a different experience with
6 respect to meal periods. At trial, Defendants would have asserted that they are not
7 required to "guarantee" or "ensure" that employees take their meal periods in every
8 instance. As noted in *Brinker*, 53 Cal. 4th at 1040, employers are "not obligated to
9 police meal breaks and ensure no work thereafter is performed." Defendants
10 would have argued that its legal obligation is satisfied so long as it relieves
11 employees of all duties, relinquish control over their activities, provide a
12 reasonable opportunity to take an uninterrupted 30-minute break, and do not
13 interfere with or discourage employees from taking such breaks. *Id.* They also
14 would have maintained that neither the wage orders nor applicable statutes require
15 employers to affirmatively ensure that no work occurs during the meal period. *Id.*
16 at 1038; see also *Murphy*, 40 Cal. 4th at 1104 (holding that a violation occurs only
17 when an employee is "forced to forgo his or her meal period"). Defendants would
18 also have argued at trial that "to assert a meal break claim, the employee must
19 show that he was forced to forego his meal breaks as opposed to merely showing
20 that he did not take them." *Nguyen v. Baxter Healthcare Corp.*, No. 8:10-CV-
21 01436-CJC, 2011 WL 6018284, at *5 (C.D. Cal. Nov. 28, 2011) (emphasis in
22 original); see also *Brinker*, 53 Cal. 4th at 1034. Plaintiff initially estimated
23 exposure for the penalties for the meal period claim at \$188,616.00 (7859 pay
24 periods x \$100 per pay period x 24% violation rate). However based on the
25 defenses raised, potential issues of proof, violation rates, and the likelihood of
26 prevailing, Plaintiff estimated that the reasonable exposure for this claim was
27
28

1 \$94,308.00 (7859 pay periods x \$100 per pay period x 24% violation rate x .5
2 based on discount factors).

3 c. **Wage Statement Claims (Labor Code §§ 226 and 226.3):** Based on the
4 foregoing allegations, Plaintiff alleged that Defendants issued inaccurate wage
5 statements because they failed to properly record all hours worked, failed to
6 accurately indicate total hours worked on wage statements, and failed to identify
7 the rates paid. As with Plaintiffs' claims for waiting time penalties, Defendants
8 argued that the wage statement claims require a showing of a "knowing and
9 intentional" failure to comply with the itemization requirements set forth in the
10 statute. In *Naranjo v. Spectrum Security Services, Inc.*, 88 Cal. App. 5th 937
11 (2023), the California Court of Appeal held that if there is a "good faith dispute"
12 over whether wages are owed, the employer cannot be held liable for wage
13 statement penalties. Defendants contended that they always acted in good faith
14 and believed that employees were paid correctly. Plaintiff initially estimated
15 exposure for the penalties for the wage statement claim at \$785,900 (7859 pay
16 periods x \$100 per pay period)². However based on the defenses raised, potential
17 issues of proof, violation rates, and the likelihood of prevailing, Plaintiff estimated
18 that the reasonable exposure for this claim was \$157,180.00 (7859 pay periods x
19 \$100 per pay period x .2 based on discount factors).

20 d. **Timeliness of Final Pay Claims (Labor Code §§ 201-203):** Based on the
21 foregoing allegations, Plaintiff alleged that Defendants are liable for statutory
22 penalties under Labor Code section 203 for violation of Labor Code sections 201
23 and 202. In addition, irrespective of any derivative violation, Plaintiff contended
24 that Defendants failed to timely pay Plaintiff and other Aggrieved Employees
25 earned compensation at the time of termination. Defendants argued that Plaintiff's
26 claim for waiting time penalties would fail because such penalties are derivative in
27

28 ² Plaintiff is aware that Labor Code 226.3 provides for heightened penalties above the default; however, the weight of authority suggests that the default rate should be applied under the circumstances.

1 nature and depend on the strength of the underlying wage claims—which
2 Defendants contended lacked merit. Moreover, Defendants argued that these
3 penalties are subject to "good faith" defenses, as Labor Code Section 203 only
4 imposes waiting time penalties for the "willful" failure to pay final wages on time.
5 To the extent there was any delay in the payment of earned compensation at the
6 time of termination (which Defendants denied), Defendants argued that it was an
7 individualized issue and not indicative of any common practice or policy. Plaintiff
8 initially estimated exposure for the penalties for the final pay claim at \$24,000
9 (240 individuals/relevant pay periods x \$100 individual/relevant pay period).
10 However based on the defenses raised, potential issues of proof, violation rates,
11 and the likelihood of prevailing, Plaintiff estimated that the reasonable exposure
12 for this claim was \$4,800.00 (240 individuals/relevant pay periods x \$100
13 individual/relevant pay period x .2 based on discount factors).

- 14 e. **Record-Keeping Claims (Labor Code §§ 226 and 1174.5):** Plaintiff alleged that
15 Defendants failed to maintain accurate records pertaining to the total hours
16 worked, including beginning and ending of each work period, meal periods, total
17 daily hours worked, and total hours worked per pay period and applicable rates of
18 pay. Defendants argued that they complied with all legal requirements, and
19 maintained all required records. Defendants contended that to the extent any
20 record was inaccurate (which they disputed), it was due to the inaccurate self-
21 reporting of the allegedly Aggrieved Employee and not Defendant's conduct. As
22 such, Defendants argued that they faced no liability for the alleged record keeping
23 violations. Plaintiff initially estimated exposure for the penalties for the wage
24 statement claim at \$785,900 (7859 pay periods x \$100 per pay period)³. However
25 based on the defenses raised, potential issues of proof, violation rates, and the
26 likelihood of prevailing, Plaintiff estimated that the reasonable exposure for this
27

28 ³ Plaintiff is aware that Labor Code 226.3 provides for heightened penalties above the default; however, the weight of authority suggests that the default rate should be applied under the circumstances.

claim was \$78,590 (7859 pay periods x \$100 per pay period x .1 based on discount factors).

31. Taking into account all of these factors, risks, and defenses, Plaintiff determined that the realistic exposure was approximately \$963,598. As such, the \$320,000 settlement represents approximately 33.1 % of the potential realistic civil penalties exposure, which is reasonable given the litigation risks, disputed liability, and the certainty of recovery provided by settlement. The settlement provides immediate benefits to the State and Aggrieved Employees while avoiding the costs, delays, and risks of continued litigation.

32. Considering the issues, defenses, and the risks inherent in this litigation, the \$320,000 settlement for a release of PAGA penalties for approximately 7,859 pay periods—resulting in an average payment of approximately \$40.72 per pay period—is a fair and just result and furthers PAGA's objectives, and is not "unjust, arbitrary, and oppressive."

33. Based on my experience in employment litigation and PAGA representative actions, it is my opinion that the proposed settlement is fair, adequate, and reasonable. The settlement provides meaningful benefits to the state enforcement agency and aggrieved employees while resolving complex litigation with significant risks and disputed liability. The settlement serves the remedial purposes of PAGA by providing compensation to aggrieved employees and penalties to the state for Labor Code violations.

34. The settlement avoids the substantial risks, costs, and delays associated with continued litigation. Given the contested nature of the claims, the potential defenses available to Defendants, and the uncertainty inherent in any litigation, the settlement represents an excellent result for the state and the Aggrieved Employees.

The PAGA Representative Service Payment

35. The Settlement Agreement provides that Plaintiff will receive a PAGA Representative Service Payment of up to \$2,500 for her services to the State of California and the Aggrieved Employees in bringing the PAGA Action as the named Plaintiff, and for the risks to her future employment prospects as the named Plaintiff in this Action. This Service Payment is justified in light of the reputational risk that Plaintiff assumed by litigating claims against a

1 former employer and the substantial time and effort Plaintiff devoted toward assisting her
2 attorneys with the prosecution of the claims.

3 36. Plaintiff devoted considerable time and effort during the course of the litigation.
4 Plaintiff spent hours on telephone calls with counsel discussing the facts of her case, participated
5 in discovery, reviewed documents, and assisted counsel with finalizing the settlement. Plaintiff
6 remained fully involved throughout the litigation process.

7 37. The Court noted that it was not inclined to award a service award. However, we
8 request that the Court reconsider that determination, as California courts have routinely approved
9 service payments to a PAGA plaintiff as part of a settlement. Such payments are a nonstatutory,
10 court-created mechanism analogous to class representative incentive awards. *See Marron v.*
11 *Healthsource Glob. Staffing, Inc.*, No. 19-cv-01534-KAW, 2025 U.S. Dist. LEXIS 154859, at
12 *18 (N.D. Cal. Aug. 11, 2025)(noting in PAGA only case that courts in the district have typically
13 found that a service award of \$5,000 is a presumptively reasonable amount); see also Ex. 9,
14 LWDA Comment Letter re Google PAGA Settlement at 3–4 (collecting PAGA-only cases
15 approving representative incentive awards) citing *Carrillo v. Blusky Restoration Contractors*
16 *LLC*, Cal. Super. Ct. No. CIVSB2105793 (June 29, 2022) (order approving PAGA-only
17 settlement and incentive award to PAGA representative), *Tallon v. Aluma Systems Concrete*
18 *Construction, LLC*, Cal. Super. Ct. No. CIVDS2012039 (Oct. 28, 2022) (approving \$2,500
19 incentive award in PAGA-only settlement); *Villanueva v. Nordstrom, Inc.*, San Bernardino Super
20 Ct. Case No. CIVDS1918706, 2023 Cal. Super. LEXIS 52906, *3 (April 28, 2023). For the
21 Court’s ease in review, I have attached the LWDA Comment Letter re Google PAGA Settlement
22 as **Exhibit 9**.

23 PAGA Counsel’s Experience

24 38. Our firm has a great deal of experience in wage and hour class action and
25 representative action litigation raising the same types of claims as those asserted here.

26 39. In 1993, I graduated from the University of California, Los Angeles with a Bachelor
27 of Arts Degree. Following graduation, I attended Whittier Law School. In 1996, while a full-time
28 law student, I was also a full-time Judicial Extern for the Honorable Consuelo B. Marshall, United

1 States District Court, Central District. After approximately five months of service for Judge
2 Marshall, I became a full-time extern for the United States Attorney's Office, Central District of
3 California. My externship lasted for approximately five months. Thereafter, in 1997, I graduated
4 from Whittier Law School. The same year, I was admitted to practice law in the State of California.

5 40. From 1997-2007, I was a named partner at Hawkins & Sofonio, a law firm based
6 out of Irvine, California. At Hawkins & Sofonio, I pioneered the employment department litigating
7 plaintiff related employment issues such as: Wrongful Termination, Age Discrimination,
8 Disability, Wage and Hour and Sexual Harassment claims. Through the success and experience I
9 obtained litigating employment related matters, I commenced the Wage and Hour division of our
10 employment department in 2002. Since then, I have spent the vast majority of my practice litigating
11 wage and hour class actions.

12 41. In 2007, I incorporated my wage and hour class action practice as James Hawkins
13 APLC. Since its inception, this law firm has been exclusively involved in class action and complex
14 litigation. In 2009, I opened an additional office in Miami, Florida, prosecuting wage and hour
15 class actions. I have been lead or co-lead counsel in all of the cases listed below.

16 42. I have a great deal of experience in wage and hour class action litigation. I have been
17 certified and approved as class and/or PAGA counsel in many other wage/hour actions, and I am
18 currently litigating numerous others before this Court and others. Although not an all-inclusive list,
19 over the years I have prosecuted the following class action/representative action matters as lead
20 and/or co-lead counsel, all of which implicated similar law and facts to those associated with this
21 Action:

- 22 ○ ***Mojica v. Compass Group, Inc., et al.*** USDC Central District, Case No. 8:13-cv-
23 01754.
- 24 ○ ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-
25 04554.
- 26 ○ ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.

- ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No. SACV08-00412.
- ***West v Iron Mountain Information Management, Inc, et. al.***; Los Angeles County Superior Court, Case No. BC393709.
- ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County Superior Court, Case No. BC 357912.
- ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County Superior Court, Case No. RIC 440630.
- ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293.
- ***Padron v. Universal Protection Service, et al***, Orange County Superior Court, Case No. 05CC00013.
- ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court, Case No. RIC 420909.
- ***Ruiz, et al. v. Unisourse Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT, Case No. CV09-05848.
- ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL DISTRICT, Case No. SACV 08-680.
- ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No. 05CC00128.
- ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No. 07CC01292.
- ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior Court, Case No. BC411477.
- ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case No. 06CC00099.

- **Osuna v. DFG Restaurants, Inc., et al.**, Los Angeles Superior Court, Case No. BC 330145.
- **Burns v. Gymboree Operations, Inc., et al.**, San Francisco Superior Court, Case No. CGC-07-461612.
- **Willems v. Diedrich Coffee, Inc., et al.**, Orange County Superior Court, Case No. 07CC00015.
- **Davila, et al. v. Beckman Coulter, Inc., et al.**, Orange County Superior Court, Case No. 07CC01347.
- **Perez v. Naked Juice Company of Glendora, Inc.**, Los Angeles Superior Court, Case No. BC387088.
- **Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases**, Los Angeles Superior Court, Case No. JCCP 4545.
- **Placencia v. Amcor Packaging Distribution, Inc.**, Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.
- **Trani v. Lisi Aerospace, et al.**, Los Angeles Superior Court, Case No. BC495527.
- **Galvan v. Goodwin Co.**, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.
- **Reyes v. Bristol Fiberlite**, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.
- **Gutierrez v. HMT Tank, USDC Central Dist.**, Case No. CV14-1967-CAS(MAN)
- **Williams v. Il Fornaio America Corp.**, Sacramento County, Case No. 34-2011-0009616.
- **Aguilar v. 7-Eleven, Inc.**, Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- **Madrigal v. Huntington Beach Market Broiler, Inc.**, Orange County, Case No. 30-2012-00611260.
- **Vang v. Jazz Semiconductor, Inc.**, Orange County, Case no. 30-2011-00460278.

- **Vigueras v. Red Robin International, Inc.**, USDC Central Dist. Case No. SACV 17-1422 JVS (DFM_x);
- **Smith v. Space Exploration Technologies Corp.**, Los Angeles Superior Court, Case No. BC55429;
- **Cano v. Financial Statement Services, Inc.**, Orange County Superior Court, Case No. 30-2013-00653349-CU-OE-CXC;
- **Mendez v. Liberty Glass Fabricators, Inc.**, Riverside County Superior Court Case No. RIC1800119;
- **Attia v. Neiman Marcus Group, Inc.**, United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM;
- **O'Brien, et al. v. Cerida Investment Corp.**, Santa Clara Superior Court Case No. 21CV384527;
- **Gonzalez v. Quality Aluminum Forge, LLC**, Orange County Superior Court Case No. 30-2015-00817941;
- **Shay v. Apple, Inc.**, United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;
- **Milligan v. CWI, Inc.**, San Bernardino Superior Court Case No. CIVDS 2013999;
- **Aguilar v. LDI Mechanical, Inc.**, Riverside County Case No. RIC1610019;
- **Abron v. University Healthcare Alliance**, Alameda County Superior Court Case No. RG20066438;
- **Benson v. F21 Opco, LLC**, San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- **Allen v. Creative Stone Mfg., Inc.**, San Bernardino County Superior Court Case No. CIVSB2201498;
- **Santamaria v. Bright Horizons Children's Center**, San Bernardino County Superior Court Case No. CIVSB2210140;

- **Yniguez v. Airgas USA, LLC**, Los Angeles County Superior Court Case No. 20STCV18190;
- **Cervantez v. Genuine Parts Company**, Los Angeles County Superior Court Case No. 22STCV00981;
- **Robles v. Jetro Holdings, LLC**, San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;
- **Hernandez v. Euromarket Designs, Inc.**, Santa Clara County Superior Court Case No. 20CV3770922;
- **Ayala v. Veg-Land, et al.**, Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- **Puente v. Sully-Miller Contracting Co.**, Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- **Garcia v. Revolution Foods, Inc.**, Los Angeles Superior Court Case No. BC579142;
- **Attaway, et al. v. Alliance Residential, LLC**, Santa Clara County Superior Court Case No. 20CV365134;
- **Bowman v. Delta Dental of California**, Alameda County Superior Court Case No. RG21108230;
- **Hernandez v. Burrtec Waste & Recycling Services, LLC**, United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;
- **Grant v. T-Mobile USA, Inc.**, United States District Court for the Central District of California Case No. 2:21-CV-02268;
- **Dawson v. Wonderful Pistachios and Almonds, LLC**, Kern County Superior Court Case No. BCV-17-100848;
- **Hamilton, et al. v. Michael Kors Stores (California), Inc.**, Los Angeles County Superior Court Case NO. 19STCV37061;
- **Ross v. Stater Bros.**, San Bernardino Superior Court Case No. CIVDS1902518;

- ***Walker v. Barrett Business Services, Inc., et al.***, Los Angeles County Superior Court Case No. 20STCV39172;
- ***Benitez, et al. v. Medtronic, Inc., et al.***, Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;
- ***Montgomery v. Copart, Inc.***, Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- ***Vizcarra-McNamee v. Nordstrom, Inc.***, Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- ***Ayers v. Cherry Hill Programs, Inc.***, Fresno County Superior Court Case No. 20CECG00821;
- ***Sleeper v. Boot Barn, Inc.***, Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- ***Pulido-Dias v. Dirt Cheap, Inc.***, San Bernardino County Superior Court Case No. CIVDS1719694;
- ***Villanueva v. Nordstrom, Inc.***, San Bernardino County Superior Court Case No. CIVDS1918706;
- ***Bryson v. Madame Tussauds, et al.***, Los Angeles County Superior Court Case No. 19STCV33514
- ***Hightower v. Levy Premium, et al.***, Santa Clara County Superior Court Case No. 19CV359262;
- ***Marquez v. Maxim Crane Works, L.P., et al.***, Los Angeles County Superior Court Case No. 19STCV39548;
- ***Rovira v. Silverado Senior Living Management, Inc.***, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- ***Hallum, et al. v. FCA US, LLC***, San Bernardino County Case No. CIVDS1936782;
- ***Martinez v. Placer Title Co., et al.***, Kern County Case No. BCV-19-103486;

- **Torres v. Van Law Food Products, Inc.,** Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- **Holmes v. Pet Food Express, LLC,** Alameda County Case No. 22CV014140;
- **Ventura v. Conduent Commercial Solutions, LLC,** Kern County Case No. BCV-22-102043;
- **Ramirez v. CSI Electrical Contractors, Inc.,** Fresno County Superior Court Case No. 18CECG04150;
- **Magana v. Eibach Springs, Inc.,** Riverside County Superior Court Case No. RIC1708917;
- **Knox v. Express Messenger Systems, Inc.,** San Bernardino County Superior Court Case No. CIVDS1932323;
- **Corona, et al. v. G&M Oil Company, Inc.,** Los Angeles County Superior Court Case No. BC640876
- **Aguilar v. Peach Home Services, Inc., et al.,** Riverside County Superior Court Case No. RIC1823057;
- **Wilson v. M.C. LLC,** Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.
- **Nunez v. Nevell Group, Inc.,** Orange County Superior Court Case No. 30-2015-00783269.
- **Bendorf, et al. v. Sea World LLC, et al.,** San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL;
- **DeMartini, et al. v. Safelite Fulfillment, Inc.,** Marin County Case No. CIV20002076;
- **Ayala, et al., v. Macy's West Stores, Inc.,** Los Angeles County Case No. 20STCV34182;
- **Wallen, et al. v. United Rentals (North America), Inc., et al.,** Stanislaus County Case No. CV-22-000399;

- ***Granados v. Hyatt Corporation***, United States District Court for the Southern District of California Case No. 3:23-cv-01001-H-VET;
- ***Vigil v. Hyatt Corporation***, United States District Court for the Northern District of California Case No. 4:22-cv-00693;
- ***Garcia v. U.S. Best Ingredients, Inc.***, Los Angeles Superior Court Case No. 21TRCV00813.

43. In sum, my firm has been lead or co-lead counsel in hundreds of cases since its inception. We have recovered hundreds of millions of dollars for employees in the State of California and millions for the State as well through PAGA.

44. Our firm has served as class counsel in a number of significant wage and hour settlements. Of particular note, in 2019, our firm was co-lead counsel in securing the largest wage and hour class action settlement in California history at \$130,000,000. During this case, plaintiffs appealed a decertification order. This case involved several appeals. The appellate record amassed an extensive appellate record comprising a 23-volume joint appendix, a three-volume reporters transcript, five briefs, four letter briefs, two motions for judicial notice, a motion to augment the record, and several additional letters informing the appellate court of new legal authority issued after *Dukes*. The matter was argued to and submitted by the Court of Appeal on September 15, 2016, and on November 21, 2016, the decertification order was reversed and the case was remanded for further proceedings. (*Lubin v. The Wackenhut Corporation* (“*Lubin*”), 5 Cal. App. 5th 960 (2016)). Wackenhut filed a petition for review of the Court of Appeal decision to the California Supreme Court. The Supreme Court denied Wackenhut’s petition for review of *Lubin*. The Court of Appeal issued remittitur on April 10, 2017. Eventually through more litigation, the parties were able to secure the \$130 million settlement that was approved on October 21, 2019 by Judge Highberger in the Los Angeles Superior Court.

45. Additionally, in early 2020, our firm served as lead counsel in a class action jury trial in the Central District of California involving the class and PAGA representative claims of over 23,000 employees which successfully resolved in the midst of trial for \$8,500,000.

46. Even more recently, our office filed an appeal in the 9th circuit in *Valiente, et. al. vs. Swift Transportation Co. of Arizona*, Case No. 21-55456, challenging the retroactive application of The Motor Vehicle Safety Act, 49 U.S.C. § 31141 preemption of California meal and rest periods laws as applied to commercial drivers.

47. As demonstrated by our track record, our firm will aggressively litigate when necessary. We have also settled many high-stakes class and representative actions. Hawkins' settlements have directly compensated hundreds of thousands of California workers and consumers. Hawkins' actions have also forced employers to modify their policies for the benefit of employees including changing the compensation structure for certain employees and changing practices to ensure that workers will be able to take timely rest and meal breaks.

48. Based on our experience, demonstrated competence, resources to prosecute the claims at issue and reputation among our colleagues in the both the defense and plaintiffs' bar, I respectfully submit our firm's experience in the field of wage and hour cases provides us the ability to prosecute claims swiftly and often times without the need for protracted litigation. Although, as demonstrated in the *Wackenhut* cases, we do not give up fighting for class members when challenged and necessary.

PAGA Counsel's Fees and Costs Request

49. The Settlement Agreement provides for attorneys' fees in the amount of up to 35% of the Gross Settlement Amount, which equals up to \$112,000. This fee award is fair and reasonable under the circumstances of this case and is within the range commonly awarded in California representative actions under the common fund doctrine.

50. The Court requested contemporaneously kept billing records from counsel, evidence supporting the billing rates claimed by class counsel, and evidence to address whether any multiplier should be applied to bring the lodestar close to the fee award sought. Based on the time records maintained by my firm, the lodestar for our work on this case is currently \$205,254.⁴ Thus, a positive multiplier is not required to bring the lodestar close to the fee award sought. The

⁴ Counsel's lodestar has increased since the last submission.

1 requested \$112,000 fee award represents a negative lodestar multiplier of approximately .546.
2 The fee is warranted and reasonable because of the substantial work and effort incurred to achieve
3 the Settlement, the litigation risks and complexities of prosecuting these types of cases, the
4 contingency nature of any fee, PAGA Counsel's skill and experience in handling cases of this
5 type, and fees commonly awarded in analogous settlements. Attached hereto as **Exhibit 10** is a
6 true and correct copy of the billing records for PAGA Counsel.

7 51. In my opinion, the requested fee award takes into account the excellent result and
8 the risks undertaken in bringing this case on a contingency basis, advancing all costs and
9 deferring payment for the time that PAGA Counsel has worked on this case, with no guarantee
10 that any of the fees and costs incurred would ever be recovered. Plaintiff was not able and is not
11 responsible for paying our fees, and PAGA Counsel only collects attorneys' fees if we were
12 successful in prosecuting their claims.

13 52. My firm has invested substantial time and resources in prosecuting this action on a
14 contingency fee basis. As of the date of this Declaration, my firm has expended approximately
15 **287.6 hours** of attorney and paralegal time on this matter. The hourly rates for the attorneys who
16 worked on this case range from \$450 to \$1050 per hour for attorneys and \$220 per hour for
17 paralegals, which are reasonable and customary rates for employment litigation in Southern
18 California.

19 53. I am the Founding Partner at James Hawkins, APLC. I graduated from the
20 University of California, Los Angeles in 1993 and received my law degree from Whittier Law
21 School in 1997. I have been a member of the State Bar of California since 1997. Since 2002, I
22 have spent the vast majority of my practice litigating wage and hour class actions and
23 representative actions. Since its inception in 2007, James Hawkins APLC has been exclusively
24 involved in class action and complex litigation. Since 2002, I have been lead or co-lead counsel in
25 hundreds of wage and hour class actions and representative actions.

26 54. I have devoted approximately 89.7 hours in prosecuting this case on behalf of
27 Plaintiff. My activities included initial client meetings and intake, retainer discussions,
28 investigation, reviewing client documents, developing case strategy, conducting legal research,

1 reviewing and revising complaints, participating in conferences, analyzing damages and
2 preparing damage models, extensive mediation preparation including data review and analysis,
3 conferences regarding exposure models, conferences with defense counsel, participating in the
4 mediation session, post-mediation settlement negotiations and strategy discussions. My hourly
5 rate is \$1,050 per hour. The number of hours I have expended and the corresponding attorney's
6 fees of \$94,185.00 are reasonable and necessary.

7 55. Christina Lucio is Of Counsel to James Hawkins APLC and has devoted
8 approximately 90.5 hours in prosecuting this case. Ms. Lucio has 18 years of experience. Ms.
9 Lucio graduated from the University of California, Riverside in 2003 and received her law degree
10 from the University of Southern California in 2007. She has been a member of the State Bar of
11 California since 2007. Her practice focuses primarily on employment law including wrongful
12 termination, discrimination, retaliation, wage and hour violations (individual and class action),
13 and sexual harassment claims. In recent years, a substantial part of her practice has been focused
14 on class actions, including wage and hour litigation. The following is a summary of Ms. Lucio's
15 tasks and activities in prosecuting this matter: investigating the factual and legal basis of the
16 action; analyzing documents provided by Plaintiff, including time and payroll documents and
17 policy documents; investigating Defendant's organization and structure from publicly available
18 information; preparing the complaints; drafting the letters to the LWDA; participating in case
19 management conferences and hearings; correspondence with defense counsel regarding case
20 management; discovery strategy; meeting and conferring regarding deficiencies; conferences
21 regarding strategy; reviewing, drafting and revising motions, stipulations, and notices; handling
22 various administrative and procedural matters throughout the litigation; correspondence with
23 defense counsel regarding arbitration proceedings; litigation in arbitration; preparing and
24 reviewing informal document and data discovery requests for mediation; engaging in meet and
25 confer efforts regarding the data and documents necessary for mediation; reviewing and
26 analyzing production, including a significant volume of time and payroll data; conversations with
27 defense counsel regarding the claims alleged in this action, and the information needed for
28 analysis; preparing complex damages analysis and extrapolation of damages to the entire

1 aggrieved group; mediation preparation including document review and brief preparation;
2 attending the mediation session; post-mediation settlement discussions; correspondence with
3 defense counsel regarding settlement negotiations; negotiating and finalizing the memorandum of
4 understanding and the long form settlement agreement in the months following mediation;
5 reviewing and revising pleadings and settlement agreements; soliciting proposals from settlement
6 administrators; drafting the approval motion and supporting papers; drafting the supplemental
7 papers; compiling relevant data and declarations; communications and strategy related to the
8 approval process. Ms. Lucio's hourly rate is \$800 per hour. The number of hours she has
9 expended and the corresponding attorney's fees of \$72,400 are reasonable and necessary.

10 56. Paul Brown is a former associate with James Hawkins APLC who devoted
11 approximately 46.5 hours in prosecuting this case. His activities included arbitration preparation
12 and management, including hearing attendance and initial disclosure preparation, conferences,
13 strategy, day to day case management, conferences with client and witnesses, comprehensive case
14 development involving discovery drafting, damages modeling, and client communication
15 regarding settlement possibilities, conducting legal research and case analysis, preparing
16 mediation briefs and materials, attending the mediation session, coordinating with opposing
17 counsel on procedural matters, mediation coordination, preparation for mediation, review of
18 informal production, mediation attendance, settlement documentation work including drafting
19 long-form agreements, managing revisions, and coordinating final resolution terms. Mr. Brown's
20 hourly rate is \$450 per hour. The number of hours he has expended and the corresponding
21 attorney's fees of \$20,925 are reasonable and necessary.

22 57. Mitchell Murray is Of Counsel to James Hawkins APLC. Mr. Murray is a 2007
23 graduate of the University of California, San Diego and 2012 graduate of California Western
24 School of Law. He was admitted to the State Bar of California in 2012. He is a member of the
25 Consumers Attorneys of San Diego. He was selected as a "Rising Star" in 2019 by Super
26 Lawyers Magazine. Mr. Murray's legal experience has focused primarily on all areas of
27 employment law. Since 2016, he has focused his practice in the area of wage and hour class
28 action. Mr. Murray has devoted approximately 8.2 hours in prosecuting this action. Mr. Murray's

1 activities included attending mediation and participating in subsequent negotiations. Mr.
2 Murray's hourly rate is \$750 per hour. The number of hours he has expended and the
3 corresponding attorney's fees of \$6,150 are reasonable and necessary.

4 58. Our paralegal staff have invested 52.7 hours in the litigation of this action. The
5 paralegal team's tasks included initial case administration (coordinating new client meetings, file
6 setup on network systems, document scanning and organization); court filing and administrative
7 support (preparing and e-filing complaints, PAGA documents, notices, and various court filings);
8 process service coordination (managing service of process, coordinating with process servers, and
9 filing proof of service documents); ongoing case management (calendar management, email
10 coordination between parties, and maintaining case files); mediation administrative support
11 (preparing mediation binders, coordinating logistics, managing scheduling and payments for
12 mediation); document management (e-filing case management statements, notices, orders, and
13 other court documents); cost and fee coordination (managing filing fees, coordinating estimated
14 costs for motions and case completion); and case closure administration. Our paralegals hourly
15 rate is \$220 per hour. The number of hours they have expended and the corresponding attorney's
16 fees of \$11,594.00 are reasonable and necessary.

17 59. The amount of hours PAGA Counsel has spent working on this litigation was
18 necessary and reasonable in pursuit of the Settlement.

19 60. Based on those hours, my firm has incurred a lodestar of \$205,254. In addition,
20 PAGA Counsel anticipates spending several additional hours preparing for and appearing at the
21 PAGA approval hearing and communicating with the Settlement Administrator.

22 61. We respectfully submit that our hourly rates are reasonable in light of the hourly
23 rates charged in the marketplace for comparable skill, years of experience and services. A true
24 and correct copy of the 2024 Wolters Kluwer Real Rate Report, attached as **Exhibit 11**, and the
25 2026 Laffey Matrix, attached as **Exhibit 12**.

26 62. The hourly rates for PAGA Counsel are reasonable and align with those charged
27 by experienced wage and hour lawyers practicing in California and fall within the range approved
28 by courts in similar circumstances.

1 63. PAGA Counsel's fees request is reasonable considering: (a) the work involved in
2 achieving an excellent result for the State and PAGA Group and bringing the action to an
3 efficient resolution, (b) the associated risks to PAGA Counsel in taking a matter on a contingency
4 basis, and (c) the substantial benefits conferred on the State and PAGA Group.

5 64. Given the extensive efforts of counsel, we respectfully submit that 35% of the
6 Gross Settlement Amount is respectfully believed to be a reasonable award. Our firm has borne
7 the entire risk and cost of this litigation on a pure contingency basis. The legal issues raised in this
8 case were complex and drew significantly upon the experience of PAGA Counsel. The proposed
9 attorneys' fees accurately reflect the legal marketplace and are within the range of customarily
10 approved fees by California courts.

11 65. Despite the complexity of the case, PAGA Counsel has, through our investment of
12 substantial effort and resources, secured an outstanding settlement on behalf of the Plaintiff, State
13 and PAGA Group. The issues and arguments PAGA Counsel has encountered and overcome in
14 arriving at the parties' negotiated settlement terms were complex and required skillful advocacy
15 that can arise only out of experience, professional perspective, and prior success. Defendants have
16 vigorously challenged the claims pled in the operative complaint, contested liability, the amount
17 of claimed damages, threatened to bring a summary judgment motion, and would have continued
18 to vigorously attack the viability of the action through trial. Despite these challenges, PAGA
19 Counsel negotiated a substantial settlement on behalf of the State for such claims. Accordingly,
20 PAGA Counsel believes the Settlement to be fair, reasonable, and adequate and that it is in the
21 best interest of the Plaintiff, State, and PAGA Group. The fairness and adequacy of the
22 Settlement is confirmed by all known facts and circumstances, including the risk of significant
23 delay and uncertainty associated with litigation, the various defenses asserted by Defendant, and
24 numerous potential appellate issues. Notably, the LWDA received notice of the settlement and its
25 terms, including the fee request, and raised no objection.

26 66. Plaintiff and PAGA Counsel respectfully submit the fees and costs provision of the
27 Settlement is fair and reasonable both when cross-checked under the lodestar and common fund
28

1 method. The total billable hours that counsel have invested and will invest in prosecuting this
2 action, should this honorable Court approve the settlement, is substantial. I respectfully submit
3 that our fees and costs request is fair and reasonable because we have personally expended
4 substantial time and effort in achieving the proposed Settlement.

5 67. I submit that the requested attorneys' fees are fair and reasonable, as are the hourly
6 rates at which our attorneys bill.

7 68. In serving as Plaintiff's counsel and PAGA Counsel in this matter, PAGA Counsel
8 will also seek reimbursement for the out-of-pocket costs of \$25,156.63 in costs. (**Exhibit 13,**
9 **Expenses Report**). The expenses were reasonably necessary for the effective prosecution of this
10 action and securing the Gross Settlement Amount on behalf of the Aggrieved Employees and the
11 state. These costs are reasonable and necessarily incurred in litigating this matter and in pursuit
12 of the settlement.

13 **NOTICE TO THE AGGRIEVED EMPLOYEES**

14 69. A proposed Notice to the Aggrieved Employees is attached to the Settlement
15 Agreement as **Exhibit A** to **Exhibit 1**. The Notice provides the Aggrieved Employees with
16 details of the Settlement, including monetary allocations, the terms of the claims released, the
17 Aggrieved Employee definition, and how they may obtain additional information about the
18 Settlement.

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

71. On May 14, 2026, a copy of the proposed Settlement Agreement and the motion papers were submitted to the Labor Workforce and Development Agency. A true and correct copy of the submission confirmation is attached hereto as **Exhibit 7**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 14, 2026, in Irvine, California.


James R. Hawkins

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff SOPHIA HERRERA ("Plaintiff"), on behalf of herself, and all other similarly situated employees, on behalf of the State of California; and Defendants PRIDESTAFF, INC. ("Pridestaff") and DISTRIBUTION MANAGEMENT, INC. dba SUPPLIES NETWORK ("Supplies Network") (collectively, "Defendants") (collectively with Plaintiff, the "Parties").

1. DEFINITIONS.

- 1.1. "Actions" means Plaintiff's lawsuits alleging Labor Code wage and hour violations against Defendants, including (1) *Sophia Herrera, et al. v. Pridestaff Inc., et al.*, filed on December 30, 2022 in the Superior Court of the State of California, County of Fresno, Case No. 22CECG04217 ("PAGA Action"); and (2) *Sophia Herrera, et al. v. PrideStaff, Inc. et al.*, filed on October 27, 2022 in the Superior Court of the State of California, County of Fresno, Case No. 22CECG03411 ("Class Action").
- 1.2. "Administrator" means Apex Class Action Administration, the neutral entity the Parties agreed to appoint to administer the Settlement.
- 1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.
- 1.4. "Aggrieved Employee" means all persons employed by Defendants in California during the PAGA Period and classified as non-exempt hourly employees.
- 1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession, including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. "Court" means the Superior Court of California, County of Fresno.
- 1.9. "Defendants" means named Defendants Pridestaff, Inc. and Distribution Management, Inc. dba Supplies Network, collectively.

- 1.10. "Defense Counsel" means Shannon R. Finley, Christine Y. Clark, and Jessica C. O'Malley of Pettit Kohn Ingrassia Lutz & Dolin PC, and Jason H. Borchers of Littler Mendelson PC.
- 1.11. "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement in the PAGA Action, and the Judgment is final; and (b) the Class Action is dismissed in its entirety without prejudice.
- 1.12. "Gross Settlement Amount" means \$320,000.00, which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below, in full resolution of all Released PAGA Claims and the PAGA Action as provided for under this Settlement. The Gross Settlement Amount will be jointly funded by Defendants in accordance with the allocations in Paragraph 3.1 below. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Award, and Administration Expenses Payment.
- 1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties, calculated according to the number of Pay Periods the Aggrieved Employee worked for Defendants during the PAGA Period.
- 1.14. "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.15. "LWDA" means the California Labor and Workforce Development Agency.
- 1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. "PAGA Counsel" means James R. Hawkins and Christina M. Lucio of James Hawkins APLC, the attorneys representing Plaintiff in the Action.
- 1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred by PAGA Counsel to prosecute the Action.
- 1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants in California for at least one day during the PAGA Period.
- 1.20. "PAGA Period" means the period from October 27, 2021 to December 18, 2024.
- 1.21. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code §§ 2698 et seq.).
- 1.22. "PAGA Notice" means Plaintiff's October 27, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.23. "PAGA Penalties" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation

Expenses Payment, PAGA Representative Service Award, and Administration Expenses Payment, to be allocated 25% to the Aggrieved Employees as Individual PAGA Payments and 75% to the LWDA as the LWDA PAGA Payment in settlement of PAGA claims.

- 1.24. "PAGA Representative Service Payment" means the amount Plaintiff will be paid from the Gross Settlement Amount for her services to the state of California and the Aggrieved Employees in bringing the PAGA Action as the named Plaintiff, and for the risks to her future employment prospects as the named Plaintiff in this Action.
- 1.25. "Plaintiff" means Sophia Herrera, the named Plaintiff in the Action.
- 1.26. "Released PAGA Claims" means the claims released by Plaintiff, Aggrieved Employees, and PAGA Counsel, and as described in Paragraph 5 below.
- 1.27. "Released Parties" means: Defendants and each of their current, former, and/or alleged parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed any Aggrieved Employee, as well as each of their owners, directors, officers, shareholders, managers, executives, principals, employees, agents, representatives, members, attorneys, insurers, and any other predecessors, successors, assigns, subsidiaries, affiliates, or legal representatives.
- 1.28. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On October 27, 2022, Plaintiff filed the Class Action against Defendants in Fresno County Superior Court, and on December 30, 2022, Plaintiff filed the PAGA Action against Defendants in Fresno County Superior Court (Class Action and PAGA Action collectively, the "Actions"). In the Actions, Plaintiff alleges causes of action against Defendants for their alleged (1) failure to pay minimum wages; (2) failure to accurately pay overtime wages; (3) failure to timely pay wages owed upon separation from employment; (4) knowing and intentional failure to comply with itemized wage statement provisions; and (5) failure to keep accurate records. Defendants deny the allegations in the PAGA Notice and the Actions, deny any failure to comply with the laws identified in the PAGA Notice and the Actions, and deny any and all liability for the causes of action alleged in the Actions.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On December 18, 2024, the Parties participated in an all-day arms-length mediation presided over by respected mediator Lisa Klerman, Esq., which led to mutual acceptance of a mediator's proposal and this Agreement to settle only the PAGA Action.
- 2.4. Prior to mediation, Plaintiff and PAGA Counsel obtained, through informal discovery, a sampling of pay and time records for the Aggrieved Employees, Defendants' employee

handbooks and other policy documents in effect during the PAGA period, and applicable job descriptions for the Aggrieved Employees. Based on the documents produced, as well as PAGA Counsel's own independent investigation and evaluation, PAGA Counsel believe that the Settlement as set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the Aggrieved Employees and the State of California, in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with further litigation.

- 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants agree to pay \$320,000.00 and no more as the Gross Settlement Amount. Of the Gross Settlement Amount, PrideStaff shall be responsible for \$80,000.00, and Supplies Network shall be responsible for \$240,000.00. Each of the individual payment elements (i.e. Individual PAGA Payments, LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Award, and Administration Expenses Payment) shall be payable on a pro rata basis by Defendants. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$112,000.00, and PAGA Counsel Litigation Expenses Payment of not more than \$26,000.00. Defendants will not oppose requests for Court approval of these payments, provided that they do not exceed these stated amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties. The Released Parties shall have no liability to PAGA Counsel or any other plaintiffs' counsel arising from any claim to any portion the PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more Internal Revenue Services ("IRS") 1099 tax forms. PAGA Counsel assumes full responsibility and liability for taxes owed on any PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from

any dispute or controversy regarding any division or sharing of any of the payments to PAGA Counsel.

- 3.2.2. To Plaintiff: A PAGA Representative Service Payment not to exceed \$2,500.00. To the extent the Court approves an amount less than \$2,500.00, the Administrator will allocate the remainder to the PAGA Penalties.
- 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$4,775.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves an amount less than \$4,775.00, the Administrator will allocate the remainder to the PAGA Penalties.
- 3.2.4. To the LWDA and Aggrieved Employees: Estimated PAGA Penalties in the amount of \$174,725.00 to be paid from the PAGA Penalties, with 75% (\$131,043.75) allocated to the LWDA PAGA Payment and 25% (\$43,681.25) allocated to the Individual PAGA Payments.
 - 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' share of PAGA Penalties (\$43,681.25) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of their records to date, Defendants estimate the Aggrieved Employees worked approximately 7,859 PAGA Pay Periods. Of these pay periods, Aggrieved Employees of PrideStaff worked a total of approximately 1,528 pay periods.
- 4.2. Aggrieved Employee Data. Within 14 calendar days of the Effective Date, Defendants will deliver the Aggrieved Employee Data for their respective Aggrieved Employees to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform the Administrator's duties under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel and the Administrator if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than sixty (60) calendar days after the Effective Date. Each Defendant shall be responsible for their pro rata portion of the Gross Settlement Amount.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all the Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided (180 days after the date of mailing). The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the Aggrieved Employees' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered a second time. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, at the request by the Aggrieved Employee prior to the void date.
- 4.4.3. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on IRS 1099 tax forms by the Administrator.
- 4.4.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.5. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the Gross Settlement Amount, Plaintiff, the Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Plaintiff and Aggrieved Employees:

Plaintiff and the Aggrieved Employees, as well as their successors, assigns, heirs, administrators, representatives, attorneys, and agents, shall be deemed to have fully and finally released and discharged the Released Parties from the "Released PAGA Claims." For purposes of this Agreement, the "Released PAGA Claims" are defined as all claims for PAGA penalties, attorneys' fees, costs, or interest recoverable under PAGA that were alleged, or reasonably could have been alleged, in the Actions, arising during the PAGA Period based on the facts stated in the PAGA Notice and/or in the Actions, including, but not limited to, violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 510, 512, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, as well as all associated statutes and applicable Industrial Welfare Commission ("IWC") Wage Orders, for failure to pay wages due, including minimum, regular, and overtime wages; failure to timely pay all wages due upon separation of employment; failure to provide accurate and itemized wage statements; and failure to maintain requisite payroll records.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subd. (f)(2), including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its competency, willingness to serve as the Administrator, operative procedures for protecting the security of Aggrieved Employee Data, amounts of insurance coverage for any data breach or defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with any Aggrieved Employees or the LWDA, and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to their timely transmission to the LWDA of all necessary PAGA documents (including the initial notice of violations (Labor Code section 2699.3, subd. (a)), operative complaint in the PAGA Action (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2))); and (iv) all facts relevant to any actual or potential conflict of interest with any Aggrieved Employees and/or the Administrator. Defense Counsel shall inform Plaintiff and PAGA Counsel whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In their declarations, Plaintiff and PAGA Counsel shall confirm that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) calendar days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in good faith to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on their records, Defendants estimate that, as of the date of the execution of this Agreement, the Aggrieved Employees worked 7,859 Pay Periods for Defendants in California during the PAGA Period, 1,528 of which were worked by PrideStaff's temporary placements. The Parties agree that if the actual number of PAGA Pay Periods from October 25, 2021 to December 18, 2024 is more than ten percent (10%) greater than each Defendant's respective pay periods allocations (1,528 for PrideStaff and 6,331 for Supplies Network [7,859 total pay periods]), (i.e. exceeds 1,681 and 6,964 pay periods, respectively [8,645 total pay periods]), then Defendants, at their sole discretion, shall have the option of either: (1) agreeing to increase the Gross Settlement Amount by \$40.72 (i.e., \$320,000 divided by 7,859 pay periods) per pay period to the extent their respective apportioned PAGA Pay Periods exceed their apportioned amount by more than 10%; or (2) electing to close the PAGA Period at the end of the first pay period in which their respective apportioned PAGA Pay Periods exceed 1,681 and 6,942 pay periods, respectively.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Dismissal of the Action. The Parties agree that the Class Action shall be dismissed without prejudice upon Defendants' funding of the Gross Settlement Amount. The Parties further agree that the PAGA Action shall be dismissed with prejudice 275 days following entry of the Approval Order if all terms of the Settlement have been satisfied.

9.2 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, as well as the right to file motions to vacate a judgment, motions for a new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the PAGA Penalties.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the PAGA Notice or the Actions have merit or that Defendants have any liability for any claims asserted, or could have been asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Actions have merit. The Parties agree that representative treatment of the PAGA Action is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, the Parties shall be returned to their original respective positions, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the PAGA Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their respective counsel, this Agreement, together with any attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement of the Actions, superseding any and all prior oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this

Agreement to effectuate its terms, and to execute any documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.

- 10.4 Cooperation. The Parties and their respective counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and points and authorities, as requested by the Court. In the event that the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff and PAGA Counsel, nor Defendants and Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement, and its exhibits, will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties and their respective counsel have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Limitation on Publicity. Plaintiff and PAGA Counsel agree not to issue press releases or engage in any publicity regarding the Settlement, except as shall be contractually required to effectuate the terms of the Settlement and respond to inquiries received from Aggrieved Employees. Nothing herein shall prevent PAGA Counsel from stating publicly available information in an adequacy declaration in future matters.

- 10.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendants and/or Defense Counsel in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than 90 calendar days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants and/or Defense Counsel unless, prior to the Administrator's payment of all Settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of the provided Aggrieved Employee Data.
- 10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event that any date or deadline set forth in this Agreement falls on a weekend or federal or California legal holiday, such date or deadline shall be continued to the first business day thereafter.
- 10.16 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. mail, or the day sent by email or personal messenger, addressed as follows:

To Plaintiff:

James R. Hawkins
james@jameshawkinsaplc.com
Christina M. Lucio
christina@jameshawkinsaplc.com
JAMES HAWKINS, APLC
9880 Research Drive, Suite 200
Irvine, CA 92618

To Defendants:

Jason H. Borchers
jborchers@littler.com
LITTLER MENDELSON, P.C.
5200 North Palm Avenue, Suite 302
Fresno, California 93704

Shannon R. Finley
sfinley@pettitkohn.com
Christine Y. Clark
cyclark@pettitkohn.com
Jessica C. O'Malley
jomalley@pettitkohn.com
**PETTIT KOHN INGRASSIA LUTZ
& DOLIN PC**
11622 El Camino Real, Suite 300
San Diego, CA 92130

10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the execution of this Agreement, pursuant to California Code of Civil Procedure section 583.330, the date to bring a case to trial under California Code of Civil Procedure section 583.310 shall be extended for the entire period necessary to effectuate the terms of this Agreement.

WHEREFORE, Plaintiff, as representative of herself and Aggrieved Employees, and Defendants, have executed this Agreement as of the dates set forth below.

Dated: 08/28/25



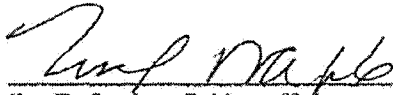
Sophia Herrera (Aug 28, 2025 11:00:22 PDT)
Plaintiff Sophia Herrera

Dated: 08/28, 2025



James R. Hawkins, Esq.
Christina M. Lucio, Esq.
Counsel For Plaintiff

Dated: _____, 2025



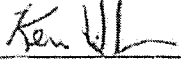
For Defendant Pridestaff, Inc.

Dated: 8/26, 2025



Jason H. Borchers, Esq.
Counsel For Defendant Pridestaff, Inc.

Dated: 10 AUGUST, 2025



For Defendant Distribution Management,
Inc. dba Supplies Network

Dated: August 22, 2025



Shannon R. Finley, Esq.
Christine Y. Clark, Esq.
Jessica C. O'Malley, Esq.
Counsel For Defendant Distribution
Management, Inc. dba Supplies Network

EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment From *Sophia Herrera v. Pridestaff Inc., et al.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is a payment from the settlement of the lawsuit entitled *Sophia Herrera v. Pridestaff Inc., et al.*, Superior Court of California, County of Fresno, Case No. 22CECG04217.

The Action was filed against Pridestaff, Inc. and Distribution Management, Inc. dba Supplies Network (collectively, "Defendants") pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code § 2698 et seq. ("PAGA"). The claims were brought by a former employee on behalf of the State of California and all current and former non-exempt hourly employees who are or were employed by Defendants in California at any time from October 27, 2021 through December 18, 2024. You have been identified as one of the employees on whose behalf the case was brought.

The plaintiff in the Action claimed that Defendants owed penalties under PAGA for alleged violations of the California Labor Code related to: (1) failure to pay minimum wages; (2) failure to accurately pay overtime wages; (3) failure to timely pay wages owed upon separation from employment; (4) knowing and intentional failure to comply with itemized wage statement provisions; (5) failure to keep accurate records; and (6) failure to provide lawful meal periods. The lawsuit sought civil penalties consisting of statutorily authorized amounts awarded on a per employee basis. Defendants deny that they did anything wrong or that they owe any penalties.

The Court has not ruled on the merits of the lawsuit but it has approved the civil penalties settlement amount to be paid by Defendants. A portion of that settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the settlement amount goes to the current and former employees who were allegedly affected by Defendants' wage and hour practices at issue in the case. In agreeing to this settlement, Defendants do not admit that they are liable in any way to their current or former employees for the alleged wage and hour violations.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You are not a party to this lawsuit, but you and the government are bound by the judgment in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very truly yours,

[Administrator]

EXHIBIT 2

JAMES *JH* HAWKINS
A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

October 25, 2022

Via Online Filing (LWDA)

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail (Employers)

PrideStaff, Inc.
7535 N Palm Ave, Suite 101
Fresno, CA 93711
Receipt No.: 7021 1970 0000 9061 2885

Supplies Network, Inc.
5 Research Park Dr.
St. Charles, MO 63304
Receipt No.: 7021 1970 0000 9061 2878

Distribution Management
5 Research Park Dr.
St. Charles, MO 63304
Receipt No.: 7021 1970 0000 9061 2861

PrideStaff, Inc.
Agent for Service of Process :
Michael D. Aprile
7535 N Palm Ave, Suite 101
Fresno, CA 93711
Receipt No.: 7021 1970 0000 9061 2847

Supplies Network, Inc.
Agent for Service of Process:
Andrew B. Leonard
5 Maryville Centre Dr., Suite 300
Town & Country, MO 63017
Receipt No.: 7021 1970 0000 9061 2854

RE: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that Plaintiff Sophia Herrera, individually and on behalf of all others similarly situated, gives NOTICE of her intent to commence a civil action pursuant to California Labor Code Section 2698, *et seq.* against her former employers, Defendants PrideStaff,

October 25, 2022

Inc, a California Corporation; Supplies Network, Inc., a Missouri Corporation¹ and DOES 1-50 (collectively “PrideStaff” or “Defendants”). Plaintiff hereby gives written notice electronically to the Labor and Workforce Development Agency, and by certified mail to Defendants via their agent(s) for service of process.

Plaintiff was employed by Defendants as an hourly, non-exempt employee in various temporary assignments, including at Supplies Network. Plaintiff began her employment with Defendant Pride Staff in or about 2019 and continued such employment through November 2021. During the relevant time, she performed functions as temporary employee for the Defendant’s clients.

The group of aggrieved employees that Plaintiff seeks to represent is a group of non-exempt, hourly employees working for Defendants, directly or indirectly, in the State of California during the relevant time period (“Aggrieved Employees”). This notice is timely as it is provided within one year of the violations. Each of the violations set forth below and in the attached complaint is asserted on behalf of Plaintiff and the Aggrieved Employees.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Plaintiff has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees working for Defendant at their locations in the State regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

Plaintiff has attached her Complaint, and incorporates the allegations in the Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code that Plaintiff alleges have been violated, including the facts and relevant theories alleged against Defendant in the Complaint. Among other things, Plaintiff claims that Defendant implemented legally non-compliant policies and practices which led to Defendant’ 1) Failure to Pay Minimum Wages; 2) Failure to Pay Overtime Owed; 3) Failure to Timely Pay Wages Owed Upon Separation From Employment; and 4) Knowing and Intentional Failure to Comply with Itemized Wage Statement Provisions.

In addition, Plaintiff also contends that Defendants failed to keep accurate records as required by Wage Order 7-2001, Labor Code 1174, and 1198. IWC Wage Order 7-2001 and 9-2001 requires in pertinent part: every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period and applicable rates of pay...” Labor Code section 1174 also requires Defendants to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees. On information and belief and based thereon, Defendants have knowingly and intentionally failed to

¹ Plaintiff is informed and believes that Defendant Supplies Network has been renamed/ rebranded Distribution Management, Inc.

NOTICE PURSUANT TO LABOR CODE SECTIONS 2698 *et seq.*

October 25, 2022

comply with Labor Code section 1174, including by implementing the policies and procedures and committing the violations alleged in the complaint, including without limitation failing to keep records of meal periods and all wages earned at the proper rates. Defendants' failure to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

All Labor Code provisions in the Complaint alleged to have been violated pertain to all entities and individuals named in the Complaint, even if not expressly specified.

Please advise by certified mail within sixty-five (65) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and please contact me if you have any questions or require additional information.

Very Truly Yours,

/s/ Christina M. Lucio

Christina M. Lucio, Esq.

Enclosed: Complaint

EXHIBIT A

James R. Hawkins (SBN 192925)
Christina M. Lucio (SBN 253677)
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Telephone: (949) 387-7200
Facsimile: (949) 387-6676
james@jameshawkinsaplc.com
christina@jameshawkinsaplc.com

Attorneys for Plaintiff SOPHIA HERRERA,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO

SOPHIA HERRERA, individually and on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

PRIDESTAFF INC., a California
Corporation; SUPPLIES NETWORK, a
Missouri Corporation; and DOES 1-50,
inclusive,

Defendants.

Case No.

COMPLAINT

Assigned for All Purposes To:

Hon.

Dept.:

COMPLAINT FOR DAMAGES FOR:

- 1) Failure to Pay Minimum Wages;**
- 2) Failure to Pay Overtime Owed;**
- 3) Failure to Timely Pay Wages Owed
Upon Separation From Employment;**
- 4) Knowing and Intentional Failure to
Comply with Itemized Wage
Statement Provisions;**
- 5) Violation of the Unfair Competition
Law;**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff SOPHIA HERRERA (“Plaintiff”), individually and on behalf of others similarly situated, and asserts claims against defendants PRIDESTAFF INC., a California Corporation; SUPPLIES NETWORK, INC., a Missouri Corporation, and DOES 1-50, inclusive (collectively “Defendants” or “PrideStaff”) as follows:

INTRODUCTION

1. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by Defendants, either directly or indirectly, in the State of California at any time from four years prior to the filing of this Complaint (as tolled by Emergency Rule 9) through resolution or trial of the matter. (“Class Members” or “Non-Exempt Employees”).

2. Defendants implemented uniform policies and practices that deprived Plaintiff and Class Members of earned wages, including minimum wages; straight time wages; overtime wages; premium wages; and timely payment of wages.

3. Such actions and policies, as described above and further herein, were and continue to be in violation of the California Labor Code. Plaintiff, on behalf of herself and all Class members, bring this action pursuant to the California Labor Code, including sections 201, 202, 203, 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 245-249, 510, 512, 516, 558, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802, applicable IWC California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages, penalties, liquidated damages, and reasonable attorneys’ fees and costs.

4. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seek restitution from Defendants for their failure to pay to Plaintiffs and Class Members all of their wages, including overtime and premium wages.

JURISDICTION AND VENUE

5. This action is brought as a Class Action on behalf of Plaintiff and similarly situated employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits of the California Superior Court and will be established according to proof at trial.

6. This Court has jurisdiction over this action pursuant to the California Constitution Article VI §10, which grants the California Superior Court original jurisdiction in all causes except those given by statute to other courts. The statutes under which this action is brought do not give jurisdiction to any other court.

7. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

8. This Court has jurisdiction over Defendants because, upon information and belief, each Defendant is either a resident of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over them by the California Courts consistent with traditional notions of fair play and substantial justice. Defendants have done and are doing business throughout California and Fresno County.

9. The unlawful acts alleged herein have a direct effect on Plaintiff and the other similarly situated Non-Exempt Employees within Fresno County and it is believed that Defendants have employed hundreds of Class Members as Non-Exempt Employees in Fresno County.

10. The California Superior Court also has jurisdiction in this matter because the individual claims of the Class Members described herein are presently believed to be under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

11. Venue is proper in this Court because one or more of the Defendants reside, transact business, or have offices in this County, Plaintiff is a resident of this County, and the acts or omissions alleged herein took place in this County.

PARTIES

1 12. Defendant PrideStaff Inc., is a California Corporation, doing business in the state
2 of California. It is based at 7535 N Palm Avenue, Suite 101, Fresno, CA 93711.

3 13. Upon information and belief, PrideStaff is a staffing agency which employs Non-
4 Exempt Employees, like Plaintiff, throughout the State of California.

5 14. Defendant Supplies Network, Inc. is a Missouri Corporation with its headquarters
6 at 5 Research Park Dr. in St. Charles, Missouri 63304.

7 15. Upon information and belief, Plaintiff was employed by Defendants at a Supplies
8 Network, Inc. location at 3825 S. Willow Avenue, Fresno, CA 93725.

9 16. Plaintiff Sophia Herrera is and during the liability period has been, a resident of
10 Fresno County, California.

11 17. Plaintiff was employed in an hourly, non-exempt position by Defendants during the
12 relevant time period.

13 18. Plaintiff and the members of the putative class were employed as hourly paid
14 employees employed by Defendants, either directly or indirectly, at facilities in the State of
15 California at any time from four years prior to the filing of this Complaint.

16 19. Whenever in this complaint reference is made to any act, deed, or conduct of
17 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
18 one or more of Defendants' officers, directors, agents, employees, or representatives, who was
19 actively engaged in the management, direction, control, or transaction of the ordinary business and
20 affairs of Defendants.

21 20. The true names and capacities of Defendants, whether individual, corporate,
22 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
23 Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §
24 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
25 capacities of the Defendants designated hereinafter as DOES when such identities become known.

26 21. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are
27 the partners, agents, or principals and co-conspirators of Defendants and of each other; that
28 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided

1 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
2 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
3 liability of the Defendants as alleged herein.

4 22. Plaintiff is further informed and believes, and thereon allege, that at all times
5 material herein, each Defendant was completely dominated and controlled by its co-Defendants
6 and each was the alter ego of the other. Whenever and wherever reference is made in this complaint
7 to any conduct by Defendant or Defendants, such allegations and references shall also be deemed
8 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
9 Whenever and wherever reference is made to individuals who are not named as Defendants in this
10 complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times
11 acted on behalf of Defendants named in this complaint within the scope of their respective
12 employments.

13 **FACTUAL ALLEGATIONS**

14 23. During the relevant time frame, Defendants compensated Plaintiff and the Non-
15 Exempt Employees based upon an hourly wage.

16 24. Plaintiff and the Class Members were, and at all times pertinent hereto, have been
17 non-exempt employees within the meaning of the California Labor Code, and the implementing
18 rules and regulations of the IWC California Wage Orders. They are subject to the protections of
19 the IWC Wage Orders and the Labor Code.

20 25. During the relevant time, Plaintiff was employed by Defendants in an hourly, non-
21 exempt position. She worked as temporary customer service employee at Supplies Network and
22 worked in distribution, shipping and receiving. She worked approximately 5 days per week, 40+
23 hours per week.

24 26. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
25 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
26 requirements of California's wage and employment laws.

27 27. All Class Members are similarly situated in that they are all subject to Defendants'
28 uniform policies and systemic practices as specified herein.

28 28. Plaintiff and the Class Members were required to clock in at the beginning of their

1 shifts and out at the end of their shifts. However, Plaintiff and the Class Members were not paid
2 for all hours worked because employees were required to work off the clock and their time punches
3 were rounded.

4 29. Off the clock work included, but was not limited to, arriving at work and being
5 forced to wait 5-12 minutes before clocking in, waiting outside the entrance to be let into the
6 building before the start of the shift, and waiting in line to clock in. Such time constitutes hours
7 worked and must be compensated.

8 30. Moreover, Defendants unlawfully rounded the hours worked by Plaintiff and the
9 Class Members such that they were not paid for all hours worked.

10 31. Further, Defendants engaged in time-shaving and changed employee time clock
11 records to deduct time from hours worked and underpay employees.

12 32. Upon information and belief, Defendants failed to incorporate all forms of non-
13 discretionary compensation into the regular rate, including differentials and incentives.

14 33. Defendants also failed to provide accurate, lawful itemized wage statements to
15 Plaintiff and the Class Members in part because of the above specified violations.

16 34. Defendants have also made it difficult to determine applicable rates of pay and
17 account with precision for the unlawfully withheld wages and deductions due to be paid to Non-
18 exempt Employees, including Plaintiff, during the liability period because they did not implement
19 and preserve a lawful record-keeping method to record all hours worked, as required for non-
20 exempt employees by 29 U.S.C. section 211(c), California Labor Code section 226, and applicable
21 California Wage Orders.

22 35. Plaintiff is informed and believes, and thereon alleges, that at all times herein
23 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
24 thereof for resignations without prior notice as the case may be) they had a duty to accurately
25 compensate Plaintiffs and Class Members for all wages owed including straight time, overtime,
26 meal and rest period premiums, and that Defendants had the financial ability to pay such
27 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
28 because of the above-specified violations.

36. Plaintiff and the Class Members are covered by applicable California IWC Wage
Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,

1 section 11000 *et seq.*

2 **CLASS ACTION ALLEGATIONS**

3 37. Plaintiff brings this action on her own behalf, as well as on behalf of each and every
4 other person similarly situated, and thus, seeks class certification under California Code of Civil
5 Procedure §382.

6 38. All claims alleged herein arise under California law for which Plaintiff seeks relief
7 as authorized by California law.

8 39. The proposed class is comprised of and defined as: **all persons who are or were**
9 **employed by the Defendants as hourly paid, non-exempt workers at Supplies Network (or**
10 **Distribution Management) in the State of California at any time from four years prior to the**
11 **filing of this action through resolution or trial of the matter.** (hereinafter collectively referred
12 to as the “Class” or “Class Members”).

13 40. Plaintiff also seeks to represent Subclasses included in the Plaintiff’s Class, which
14 are composed of Class Members satisfying the following definitions:

15 a. All Class Members who were not paid at least minimum wage for all hours
16 worked (collectively “**Minimum Wage Subclass**”);

17 b. All Class Members who had their hours worked rounded (collectively
18 “**Rounding Subclass**”);

19 c. All Class Members who were not accurately paid overtime for hours worked
20 over eight in a day or over forty in a workweek (collectively “**Overtime Subclass**”);

21 d. All Class Members who did not receive all owed wages at time of separation
22 or within 72 hours in the case of resignation (hereinafter collectively referred to as the “**Waiting**
23 **Time Subclass**”);

24 e. All Class Members who were not provided with accurate and complete
25 itemized wage statements (hereinafter collectively referred to as the “**Inaccurate Wage Statement**
26 **Subclass**”);

27 f. All Class Members who were employed by Defendants and subject to
28 Defendant’s Unfair Business Practices (hereinafter collectively referred to as the “**Unfair Business**

1 **Practices Subclass”).**

2 41. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend
3 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,
4 or if it should be deemed necessary by the Court or to further divide the Class Members into
5 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the
6 Class Members or the Plaintiffs’ Class includes the members of each of the Subclasses.

7 42. As set forth in further detail below, this action has been brought and may properly
8 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
9 because there is a well-defined community of interest in the litigation, and the proposed Class and
10 Subclasses are easily ascertainable through Defendants’ records.

11 a. Numerosity: The members of the Class and Subclasses are so numerous that
12 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
13 membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the
14 Class is estimated to be hundreds of individuals. Accounting for employee turnover during the
15 relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants’
16 employment records would provide information as to the number and location of all Class
17 Members. Joinder of all members of the proposed Class is not practicable.

18 b. The proposed class is easily ascertainable. The number and identity of the
19 class members are determinable from Defendants’ payroll records and time records for each class
20 member.

21 c. Commonality: There are common questions of law and fact as to the Class
22 and Subclasses that predominate over questions affecting only individual Class Members. These
23 common questions of law and fact include, without limitation:

- 24 1. Whether Defendants accurately paid Class Members for all hours worked;
- 25 2. Whether Defendants rounding practices were lawful;
- 26 3. Whether Defendants knew or should have known that Class Members were
27 required to perform work off the clock;
- 28

4. Whether Defendants accurately calculated and paid all Class Members overtime premiums for the hours which Plaintiff and Class Members worked in excess of eight (8) hours per day and/or forty (40) hours per week;
5. Whether Defendants failed to timely pay all wages upon separation in accordance with Labor Code sections 201-202;
6. Whether Defendants omitted required information from itemized wage statements;
7. Whether Defendants failed to maintain accurate records of Class Members' earned wages, work periods, meal periods and deductions;
8. Whether Defendants engaged in unfair competition in violation of section 17200 et seq. of the Business and Professions Code;
9. Whether Defendants' conduct was willful and/or reckless;
10. Whether Defendants failed to provide accurate itemized wage statements in violation of Labor Code § 226; and
11. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violations of California law.

d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect the interests of each member of the Class and Subclasses with whom she has a well-defined community of interest. Plaintiff's claims herein alleged are typical of those claims which could be alleged by any member of the Class and/or Subclasses, and the relief sought is typical of the relief which would be sought by each member of the Class and/or Subclasses in separate actions. All members of the Class and/or Subclasses have been similarly harmed by Defendants' failure to provide accurate wage statements, failure to timely pay wages at termination, failure to pay minimum wages, rounding practices, and failure to accurately pay all wages earned including all owed premium and overtime wages, all due to Defendants' policies and practices that affected each member of the Class and/or Subclasses similarly. Further, Defendants benefited from the same type of unfair and/or wrongful acts as to each member of the Class and/or Subclasses.

e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the

1 interests of each member of the Class and/or Subclasses with whom he has a well-defined
2 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that
3 he has an obligation to make known to the Court any relationships, conflicts, or differences with
4 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently
5 known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are
6 versed in the rules governing class action discovery, certification, litigation, and settlement and
7 experienced in handling such matters. Other former and current employees of Defendants may also
8 serve as representatives of the Class and Subclasses if needed.

9 f. Superiority: The nature of this action makes the use of class action
10 adjudication superior to other methods. A class action will achieve economies of time, effort,
11 judicial resources, and expense, which would not be achieved with separate lawsuits. The
12 prosecution of separate actions by individual members of the Class and/or Subclasses would create
13 a risk of inconsistent and/or varying adjudications with respect to the individual members of the
14 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and
15 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the
16 disposition of their interests through actions to which they were not parties. Thus, a class action is
17 superior to other available means for the fair and efficient adjudication of this controversy because
18 individual joinder of all Class Members is not practicable, and questions of law and fact common
19 to the Class predominate over any questions affecting only individual Class Members. Each
20 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
21 unlawful policies and practices that affected each member of the Class and/or Subclasses similarly.
22 Class action treatment will allow those similarly situated persons to litigate their claims in the
23 manner that is most efficient and economical for both parties and the judicial system. Plaintiff is
24 unaware of any difficulties that are likely to be encountered in the management of this action that
25 would preclude its maintenance as a class action.

26 g. Public Policy Considerations: Employers in the state of California violate
27 employment and labor laws every day. However, current employees are often afraid to assert their
28 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions

1 because they believe their former employers may damage their future endeavors through negative
2 references and/or other means. The nature of this action allows for the protection of current and
3 former employees' rights without fear of retaliation or damage. Additionally, the citizens of
4 California have a significant interest in ensuring employers comply with California's labor laws
5 and in ensuring those employers who do not are prevented from taking further advantage of their
6 employees.

7 **CLASS ACTION CLAIMS**

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO PAY MINIMUM WAGES**

10 **(By Plaintiff and the Class Against Defendants)**

11 43. Plaintiff incorporates each and every allegation set forth in all of the foregoing
12 paragraphs as if fully set forth herein.

13 44. Labor Code section 204 establishes the fundamental right of all employees in the
14 State of California to be paid wages, including minimum wage, straight time and overtime, in a
15 timely fashion for their work.

16 45. Labor Code section 1194(a) provides that notwithstanding any agreement to work
17 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
18 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
19 of the full amount of this minimum wage or overtime compensation, including interest thereon,
20 reasonable attorney's fees, and costs of suit.

21 46. Labor Code section 1197 provides: The minimum wage for employees fixed by the
22 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
23 and the payment of a lower wage than the minimum so fixed is unlawful.

24 47. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
25 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
26 Wage Order(s).

27 48. The applicable wage orders and California Labor Code sections 1197 and 1182.12
28 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by

1 state law.

2 49. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not
3 been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid
4 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
5 equal to the unpaid wages and interest accrued thereon.

6 50. During all relevant periods, the California Labor Code and wage orders required that
7 Defendants fully and timely pay its non-exempt, hourly employees all wages earned and due for all
8 hours worked.

9 51. The IWC Wage Orders define "hours worked" as "the time during which an
10 employee is subject to the control of an employer, and includes all the time the employee is suffered
11 or permitted to work, whether or not required to do so."

12 52. At all times relevant, Plaintiff and Class Members consistently worked hours for
13 which they were not paid because Defendants frequently required Plaintiff and the Class Members
14 to work off the clock.

15 53. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the
16 Class Members were working off the clock and that they should have been paid for this time.

17 54. In addition, Defendants failed to pay at least minimum wage for all hours worked
18 because, upon information and belief, Defendants rounded hours worked against Plaintiff and the
19 Class Members' interests.

20 55. Defendant's policy and practice of not paying all minimum wages violates
21 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
22 applicable wage order 9-2001.

23 56. Due to Defendants' violations of the California Labor Code and wage orders,
24 Plaintiff and the Minimum Wage Subclass members are entitled to recover from Defendant their
25 unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-
26 judgment and post-judgment interest, as well as liquidated damages.

SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME OWED

(By Plaintiff and the Class Against All Defendants)

57. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

58. During all relevant periods, Defendant required Plaintiff and the Class members to work shifts and/or remain on call in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek.

59. During all relevant periods, both the California Labor Code sections 1194, 1197, 510, 1198, and the pertinent wage order 9-2001 required that all work performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

60. During all relevant periods, Defendants had a uniform policy of requiring Plaintiff and the Class members to work and/or remain on call in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their regular rate of pay.

61. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

62. At all times relevant, Plaintiff and Class Members consistently worked hours for which they were not paid because Plaintiff and the Class Members were required to work off the clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40) hours in a workweek and should have been paid at the overtime rate.

63. Plaintiff is informed and believes that Defendants were aware that Plaintiff and the

1 Class Members were working off the clock and that they should have been paid for this time.

2 64. In addition, upon information and belief, Defendants failed to incorporate all forms
3 of compensation, including without limitation bonuses, differentials, and incentives, into the
4 regular rate for overtime purposes.

5 65. As a result, Defendants failed to pay Plaintiff and the Class members earned
6 overtime wages and such employees suffered damages as a result.

7 66. Defendants knew or should have known Plaintiffs and the Class Members were
8 undercompensated as a result of these practices.

9 67. Due to Defendant's violations of the California Labor Code, Plaintiff and the Class
10 members are entitled to recover from Defendants their unpaid overtime wages, reasonable
11 attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, statutory
12 penalties, and liquidated damages.

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION**

15 **(By Plaintiff and the Waiting Time Subclass Against All Defendants)**

16 68. Plaintiff incorporates by reference and realleges each and every allegation contained
17 above, as though fully set forth herein.

18 69. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages
19 due within seventy-two (72) hours of separation of employment.

20 70. Section 203 of the Labor Code provides that if an employer willfully fails to timely
21 pay such wages the employer must, as a penalty, continue to pay the subject employee's wages
22 until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30
23 days of wages.

24 71. Plaintiff and Class Members are entitled to compensation for all forms of wages
25 earned, including but not limited to minimum wages, overtime, and premium meal and rest period
26 compensation, but to date have not received such compensation, therefore entitling them to Labor
27 Code § 203 penalties.

28 72. In addition, irrespective of any derivative violation, Defendants failed to timely pay

1 Plaintiff and, upon information and belief, other Class Members earned compensation at the time
2 of termination despite their obligations under Labor Code 201 and 202.

3 73. More than thirty (30) days have passed since affected Waiting Time Subclass
4 Members have left Defendants' employ, and on information and belief, they have not received
5 payment pursuant to Labor Code § 203.

6 74. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages
7 as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

8 **FOURTH CAUSE OF ACTION**

9 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**

10 **EMPLOYEE WAGE STATEMENT PROVISIONS**

11 **By Plaintiff and Wage Statement Subclass Against Defendants**

12 75. Plaintiff repeats and incorporates herein by reference each and every allegation set
13 forth above, as though fully set forth herein.

14 76. Labor Code section 226(a) reads in pertinent part: "Every employer shall,
15 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
16 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
17 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
18 (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net
19 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
20 the employee and only the last four digits of his or her social security number or an employee
21 identification number other than a social security number, (8) the name and address of the legal
22 entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period
23 and the corresponding number of hours worked at each hourly rate by the employee....".

24 77. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep
25 accurate information with respect to each employee including the following: (3) Time records
26 showing when the employee begins and ends each work period. Meal periods, split shift intervals,
27 and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period
28 and applicable rates of pay...."

1 78. Labor Code section 1174 of the California also requires Defendants to maintain and
2 preserve, in a centralized location, among other items, records showing the names and addresses of
3 all employees employed and payroll records showing the hours worked daily by, and the wages
4 paid to, its employees. On information and belief and based thereon, Defendants have knowingly
5 and intentionally failed to comply with Labor Code section 1174, including by implementing the
6 policies and procedures and committing the violations alleged in the preceding causes of action and
7 herein. Defendants' failure to comply with Labor Code section 1174 is unlawful pursuant to Labor
8 Code section 1175.

9 79. Defendants have failed to record many of the items delineated in applicable
10 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174,
11 including by virtue of the fact that each wage statement which failed to accurately compensate
12 Plaintiff and Class Members for all hours worked and for missed and non-provided meal and rest
13 periods, or which failed to include compensation for all minimum wages earned or overtime hours
14 worked, was an inaccurate wage statement. In addition, the wage statements inaccurately stated
15 totals hours worked and hours worked at each hourly wage rate.

16 80. On information and belief, Defendants failed to implement and preserve a lawful
17 record-keeping method to record all non-provided meal and rest periods owed to employees or all
18 hours worked, as required for Non-Exempt Employees under California Labor Code section 226
19 and applicable California Wage Orders. In order to determine if they had been paid the correct
20 amount and rate for all hours worked, Plaintiff and Class Members have been, would have been,
21 and are compelled to try to discover the required information missing from their wage statements
22 and to perform complex calculations in light of the inaccuracies and incompleteness of the wage
23 statements Defendants provided to them.

24 81. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
25 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage
26 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
27 required information. Here, Plaintiff asserts the Defendant omitted required information, failed to
28 accurately include all applicable hourly rates on the wage statements and the corresponding number

1 of hours worked at such rates or hours paid at such rates. In addition, Defendants have failed to
2 provide accurate itemized wage statements as a consequence of the above-specified violations for
3 failure to accurately pay all wages owed, accurately record all hours worked, and failure to pay
4 meal and rest period premiums as required by law.

5 82. Moreover, upon information and belief, as a pattern and practice, in violation of
6 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
7 accurate records pertaining to the total hours worked for Defendants by the members of the Wage
8 Statement Class, including but not limited to, beginning and ending of each work period, meal
9 period and split shift interval, the total daily hours worked, and the total hours worked per pay
10 period and applicable rates of pay.

11 83. Plaintiffs and the members of the Wage Statement Class have suffered injury as a
12 result of Defendants' failure to maintain accurate records for the members of the Wage Statement
13 Class in that the members of the Wage Statement Class were not timely provided written accurate
14 itemized statements showing all requisite information, such that the members of the Wage
15 Statement Class were misled by Defendants as to the correct information regarding various items,
16 including but not limited to total hours worked by the employee, net wages earned and all applicable
17 hourly rates in effect during the pay period and the corresponding number of hours worked at each
18 hourly rate.

19 84. Pursuant to Labor Code section 226, and in light of Defendants' violations addressed
20 above, Plaintiff and the Wage Statement Class Members are each entitled to recover up to
21 a maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

22 **FIFTH CAUSE OF ACTION**

23 **VIOLATION OF THE UNFAIR COMPETITION LAW**

24 **By Plaintiff and Class Against All Defendants**

25 85. Plaintiff incorporates by reference and realleges each and every allegation contained
26 above, as though fully set forth herein.

27 86. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
28 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the

1 general public. Plaintiff also seeks to enforce important rights affecting the public interest within
2 the meaning of the California Code of Civil Procedure § 1021.5.

3 87. Defendants' policies, activities, and actions as alleged herein are violations of
4 California law and constitute unlawful business acts and practices in violation of California
5 Business and Professions Code §§ 17200, *et seq.*

6 88. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
7 predicated on the violation of any state or federal law.

8 89. The state law violations, including violations of the relevant IWC Wage Order,
9 detailed herein above are the predicate violations for this cause of action. By way of example only,
10 in the instant case Defendants' policy of failing to fully and accurately compensate Plaintiff and
11 the Class Members for all hours worked, including minimum wages and overtime, as well as failing
12 to provide accurate itemized wage statement as specified above.

13 90. Plaintiff and the Class Members have been personally aggrieved by Defendants'
14 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

15 91. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff
16 and the Class Members are entitled to restitution of the wages withheld and retained by Defendants
17 during a period that commences four (4) years prior to the filing of this complaint; an award of
18 attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of
19 costs.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff pray judgment against Defendants, jointly and severally, as
22 follows:

23 **Class Certification**

- 24 1. That this action be certified as a class action;
- 25 2. That Plaintiff be appointed as the representative of the Class;
- 26 3. That Plaintiff be appointed as the representatives of the Subclasses; and
- 27 4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

1 **On the First Cause of Action**

2 **(Failure to pay minimum wages)**

- 3 1. For the unpaid balance of the full amount of any minimum wages, and regular wages
4 owed, as well as interest thereon,
- 5 2. Penalties according to statute,
- 6 3. Liquidated damages,
- 7 4. Reasonable attorneys' fees, and costs of suit;
- 8 5. For interest and
- 9 6. For such other and further relief as the Court deems proper.

10 **On the Second Cause of Action**

11 **(Failure to pay overtime)**

- 12 1. For the unpaid balance of the full amount of any overtime wages owed, as well as
13 interest thereon,
- 14 2. Penalties according to statute,
- 15 3. Liquidated damages,
- 16 4. Reasonable attorneys' fees, and costs of suit;
- 17 5. For interest and
- 18 6. For such other and further relief as the Court deems proper.

19 **On the Third Cause of Action**

20 **(Failure to Timely Pay Wages At Separation)**

- 21 1. For unpaid wages;
- 22 2. For penalties pursuant to Labor Code § 203;
- 23 3. For interest;
- 24 4. For reasonable attorneys' fees and costs pursuant to statute; and
- 25 5. For such other and further relief as the Court deems proper.

26 **On the Fourth Cause of Action**

27 **(Failure to Provide Accurate Itemized Wage Statements)**

- 28 1. For statutory penalties, including penalties pursuant to Labor Code section 226;

- 1 2. For reasonable attorneys' fees and costs; and
2 3. For such other and further relief as the Court deems proper;

3 **On the Fifth Cause of Action**

4 **(Violation of the Unfair Competition Law)**

5 1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of
6 sums to Plaintiff and Class Members for the Defendants' past failure to pay minimum, overtime
7 and regular wages, for Defendants' past failure to reimburse necessary expenses, and for premium
8 wages for meal and rest periods that were not provided to Plaintiff and Class Members over the last
9 four (4) years in an amount according to proof;

10 2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to
11 recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194, 1197,
12 1198 ;

13 3. For pre-judgment interest on any unpaid minimum, regular and overtime wages due
14 from the day that such amounts were due;

15 4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to
16 recover under the Labor Code; and

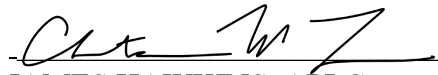
17 5. For such other and further relief as the Court deems proper.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff, on behalf of the Class and Subclasses, respectfully demand a jury trial in this
20 matter to the fullest extent available under the law.

21 Respectfully submitted,

22
23 Dated: October 25, 2022

24 
25 JAMES HAWKINS, APLC
James R. Hawkins, Esq.
Christina M. Lucio, Esq.

26 Attorneys for SOPHIA HERRERA, on behalf of herself
27 and all others similarly situated
28

--

Christina Lucio

James Hawkins APLC

9880 Research Dr., Suite 200

Irvine, California 92618

Office Tel: (949) 387-7200 <tel:/(949)%20387-7200/>

Direct Fax: (949) 387-6676 <tel:/(949)%20387-6676/>

Christina@Jameshawkinsaplc.com <mailto:Christina@jameshawkinsaplc.com>

This email may contain privileged or confidential information and is for the sole use of the intended recipient(s). If you are not the intended recipient, any disclosure, copying, distribution, or use of the contents of this information is prohibited and may be unlawful. If you have received this electronic transmission in error, please reply immediately to the sender that you have received the message in error, and delete it. Thank you.

On 10/25/22, 10:48 PM, "noreply@salesforce.com <mailto:noreply@salesforce.com> on behalf of LWDA DO NOT REPLY" <noreply@salesforce.com <mailto:noreply@salesforce.com> on behalf of lwdadonotreply@dir.ca.gov <mailto:lwdadonotreply@dir.ca.gov>> wrote:

10/25/2022

LWDA Case No. LWDA-CM-915934-22
Law Firm : James Hawkins APLC
Plaintiff Name : Sophia Herrera
Employer: PrideStaff, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations**Private Attorneys General Act (PAGA) – Filing****New PAGA Claim Notice****Your Information (Person Who is Filing)****Your First Name ***

Christina

Your Last Name *

Lucio

Firm Name (if any) *

James Hawkins APLC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

christina@jameshawkinsaplc

Your Street Name, Number and Suite/Apt *

9880 Research Dr., Suite 20

Your Mobile Phone Number

9493877200

Your City *

Irvine

Your Work Phone Number

9493877200

Your State *

California

Your Zip/Postal Code *

92618

Plaintiff Information**Plaintiff/Aggrieved Employee Name ***

Sophia Herrera

Plaintiff/Aggrieved Employee Occupation *

Customer Service/Distribution

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation

Employer Name *

PrideStaff, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

7535 N Palm Ave Suite 101

Employer City *

Fresno

Employer State *

California

Employer Zip/Postal Code *

93711

Employer Industry *

Other

Employer Industry for "Other" *

Staffing

Add additional defendants

- ☒ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Corporation

Employer Name *

Supplies Network, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

5 Research Park Dr.

Employer City *

St. Charles

Employer State *

Missouri

Employer Zip/Postal Code *

63304

Employer Industry *

Warehouse

Additional Employer Information (Corporation/General Partnership)

[Remove](#)

Employer Entity Type

Corporation

Employer Name *

Distribution Warehouse, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

5 Research Park Dr.

Employer City *

St. Charles

Employer State *

Missouri

Employer Zip/Postal Code *

63304

Employer Industry *

Warehouse

[Add Additional Employers](#)

Notice General Information

Estimated Number of Employees Impacted by Violations *

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☒ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☐ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☐ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☒ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information**Billing First Name ***

Christina

Billing Last Name *

Lucio

Billing Email *

clucio@farnaeslaw.com

Billing Phone

9493877200

Billing Street Name, Number and Suite/Apt *

2235 Encinitas Blvd., Suite 210

Billing City *

Encinitas

Billing State *

California

Billing Zip/Postal Code *

92024

Credit Card Type *

Visa

Credit Card Number *

4246315272587591

CVV Number *

033

Credit Card Expiration Month *

05

mm

Credit Card Expiration Year *

2026

YYYY

Notice and Other Attachments**PAGA Claim Notice (must be a .pdf) ***

Browse...

2022-10-25 LWDA Letter Herrera v. PrideStaff (Supplies Network).pdf

Other Attachment – (if any) (must be a .pdf)

Browse...

No file selected.

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**



--

Christina Lucio

James Hawkins APLC

9880 Research Dr., Suite 200

Irvine, California 92618

Office Tel: (949) 387-7200 <tel:/(949)%20387-7200/>

Direct Fax: (949) 387-6676 <tel:/(949)%20387-6676/>

Christina@Jameshawkinsaplc.com <mailto:Christina@jameshawkinsaplc.com>

This email may contain privileged or confidential information and is for the sole use of the intended recipient(s). If you are not the intended recipient, any disclosure, copying, distribution, or use of the contents of this information is prohibited and may be unlawful. If you have received this electronic transmission in error, please reply immediately to the sender that you have received the message in error, and delete it. Thank you.

On 10/25/22, 10:48 PM, "noreply@salesforce.com <mailto:noreply@salesforce.com> on behalf of LWDA DO NOT REPLY" <noreply@salesforce.com <mailto:noreply@salesforce.com> on behalf of lwdadonotreply@dir.ca.gov <mailto:lwdadonotreply@dir.ca.gov>> wrote:

10/25/2022

LWDA Case No. LWDA-CM-915934-22
Law Firm : James Hawkins APLC
Plaintiff Name : Sophia Herrera
Employer: PrideStaff, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 3

1 James R. Hawkins (SBN 192925)
james@jameshawkinsaplc.com
2 Christina M. Lucio (SBN 253677)
christina@jameshawkinsaplc.com
3 **JAMES HAWKINS APLC**
9880 Research Drive, Suite 200
4 Irvine, California 92618
Phone: (949) 387-7200
5 Facsimile: (949) 387-6676

6 Attorneys for Plaintiff, SOPHIA HERRERA
on behalf of herself and all others similarly situated

7 *[Counsel for Defendants on following page]*
8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF FRESNO**

11 SOPHIA HERRERA, individually and on
12 behalf of herself and all others similarly
situated,

13 Plaintiff,

14 v.

15 PRIDESTAFF, INC., a California
16 Corporation; SUPPLIES NETWORK, a
Missouri Corporation; and DOES 1-50,
17 inclusive,

18 Defendants.
19
20
21
22
23
24
25
26
27
28

FILED
04/27/2026
Superior Court of California,
County of Fresno
By: I. Herrera

Case No. 22CECG04217

Judge: Hon. D. Tyler Tharpe
Dept.: 501

**JOINT STIPULATION TO LIFT STAY
AND ~~PROPOSED~~ ORDER THEREON**

Complaint Filed: December 30, 2022

Trial: Not Set

1 Jason H. Borchers, Bar No. 199120
2 jborchers@littler.com
3 **LITTLER MENDELSON, P.C.**
4 5200 North Palm Avenue, Suite 302
5 Fresno, California 93704
6 Telephone: 559.244.7500
7 Facsimile.: 559.244.7525

8 Attorneys for Defendant,
9 PRIDESTAFF, INC.

10 Shannon R. Finley, Esq., SBN 294329
11 Christine Y. Clark, Esq., SBN 297496
12 Jessica C. O'Malley, Esq., SBN 340151
13 **PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**
14 11622 El Camino Real, Suite 300
15 San Diego, CA 92130
16 Tel.: (858) 755-8500
17 Fax: (858) 755-8504
18 E-mail: sfinley@pettitkohn.com
19 cyclark@pettitkohn.com
20 jomalley@pettitkohn.com

21 Attorneys for Defendant
22 DISTRIBUTION MANAGEMENT, INC.
23 dba SUPPLIES NETWORK
24
25
26
27
28

1 Plaintiff SOPHIA HERRERA (“Plaintiff”) and Defendants PRIDESTAFF, INC., and
2 DISTRIBUTION MANAGEMENT, INC. dba SUPPLIES NETWORK (collectively,
3 “Defendants”) (Plaintiff and Defendants collectively, “the Parties”) by and through their attorneys
4 of record, hereby stipulate and agree to the following:

5 1. On December 30, 2022, Plaintiff filed her original Complaint against Defendants.

6 2. On April 7, 2023, pursuant to the stipulation of the Parties, the Court entered an
7 Order requiring that Plaintiff submit her individual claims to arbitration and staying her non-
8 individual representative claims pursuant to the Private Attorneys General Act of 2004 (“PAGA”)
9 pending the conclusion of the arbitration.

10 3. Plaintiff filed a demand for arbitration of her individual claims, including her
11 individual PAGA claim, as ordered.

12 4. On December 18, 2024, the Parties participated in a global mediation with respected
13 wage and hour mediator, Lisa Klerman, Esq. The Parties later accepted a mediator’s proposal,
14 which led to a PAGA-only settlement of the above-entitled Action, as well as the settlement of
15 Plaintiff’s individual claims.

16 5. The Parties have executed a long-form settlement agreement.

17 6. Plaintiff filed a motion for approval of the PAGA settlement, which was set for
18 hearing on February 5, 2026. The Court issued a minute order adopting its tentative ruling, which
19 indicated that, among other things, the stay needed to be lifted before settlement approval could be
20 granted.

21 7. The Parties have met and conferred and agree that the stay of this action should be
22 lifted immediately to allow the Court to consider the forthcoming renewed approval motion and
23 supplemental briefing.

24 ///

25 ///

26 ///

27 ///

THEREFORE, the Parties respectfully request that the Court order the stay of this action lifted for all purposes.

IT IS SO STIPULATED.

JAMES HAWKINS APLC

Date: April 8, 2026

By: /s/ Christina M. Lucio

James R. Hawkins, Esq.
Christina M. Lucio, Esq.

Attorneys for Plaintiff
SOPHIA HERRERA, on behalf of herself and
all others similarly situated

Dated: April 8, 2026

LITTLER MENDELSON, P.C.

By: /s/ Jason H. Borchers

Jason H. Borchers, Esq.
Attorneys for Defendant PRIDESTAFF, INC.

Dated: April 8, 2026

PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

By: /s/ Jessica C. O'Malley

Shannon R. Finley, Esq.
Christine Y. Clark, Esq.
Jessica C. O'Malley, Esq.

Attorneys for Defendant DISTRIBUTION
MANAGEMENT, INC. dba SUPPLIES NETWORK

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

~~—[PROPOSED]~~ ORDER

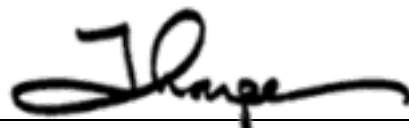
The Court, having read and considered the Parties' stipulation, and good cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The stay of this action is lifted for all purposes.
2. Case Management Conference set for July 30, 2026, 3:30 p.m., Dept. 501.

IT IS SO ORDERED.

Dated: April 27, 2026



Hon. D. Tyler Tharpe
Judge of the Superior Court

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

On April 8, 2026, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address irma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Jason H. Borchers, Esq.
LITTLER MENDELSON, P.C.
5200 North Palm Ave, Suite 302
Fresno, CA 93704
Tel: 559-244-7500
Fax: 559-244-7525
jborchers@littler.com
KiJensen@littler.com

Christine Y. Clark, Esq.
PETTIT KOHN
5901 W. Century Blvd, Suite 1100
Los Angeles, CA 90045
Tel: 310-649-5772
sfinley@PettitKohn.com
cyclark@pettitkohn.com
jomalley@pettitkohn.com
vbrowne@PettitKohn.com

[X] STATE: I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on April 8, 2026, at Irvine, California.


Irma Ceja

EXHIBIT 4

Shannon R. Finley, Esq., SBN 294329
Christine Y. Clark, Esq., SBN 297496
PETTIT KOHN INGRASSIA LUTZ & DOLIN PC
5901 W. Century Boulevard, Suite 1100
Los Angeles, CA 90045
Office: (310) 649-5772
Fax: (310) 649-5777
E-mail: sfinley@pettitkohn.com
cyclark@pettitkohn.com

Attorneys for Defendant
SUPPLIES NETWORK, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

SOPHIA HERRERA, individually and on
behalf of herself and all others similarly
situated,

Plaintiff,

v.

PRIDESTAFF INC., a California
Corporation, SUPPLIES NETWORK, a
Missouri Corporation; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 22CECG04217

**DECLARATION OF RACHEL FREEMAN
REGARDING AGGRIEVED
EMPLOYEES AND PAY PERIODS
DURING THE PAGA PERIOD**

Dept.: 403
Judge: Hon. Lisa Gamoian
Filed: October 27, 2022
Trial: Not Set

I, Rachel Freeman, declare as follows:

1. I am a current employee of Defendant DISTRIBUTION MANAGEMENT, INC.
dba SUPPLIES NETWORK ("DMI"). My current job title is Director of Human Resources. I
have personal knowledge of the facts set forth below and/or knowledge based upon my review of
personnel records maintained in the regular course of DMI's business.

2. In my role as Director of Human Resources, in order to facilitate the settlement of
this lawsuit, I created reports using Inova to identify DMI's nonexempt employees employed in
California from October 27, 2021 to December 18, 2024. This report also included the hire and
termination (if applicable) dates of those employees.

3. The most recent report I created on or around October 2, 2025, shows a total of 121 nonexempt employees employed by DMI in California from October 27, 2021 to December 18, 2024.

4. Based on the hire and termination (if applicable) dates of those employees included in the most recent report, I am informed and believe that the total number of pay periods from October 27, 2021 to December 18, 2024 is approximately 5,501 weekly pay periods.

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

Executed this 30th day of April 2026, at St. Louis, Missouri.


Rachel Freeman

EXHIBIT 5

1 Jason H. Borchers, Bar No. 199120
2 jborchers@littler.com
3 LITTLER MENDELSON, P.C.
4 5200 North Palm Avenue, Suite 302
5 Fresno, California 93704.2225
6 Telephone: 559.244.7500
7 Facsimile.: 559.244.7525

8 Attorneys for Defendant,
9 PRIDESTAFF, INC.

10
11
12
13
14
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF FRESNO

17
18 SOPHIA HERRERA, individually and on behalf
19 of herself and all others similarly situated,

20 Plaintiff,

21 v.

22 PRIDESTAFF, INC., a California Corporation;
23 SUPPLIES NETWORK, a Missouri
24 Corporation; and DOES 1-50, inclusive,

25 Defendants.

Case No. 22CECG04217

DECLARATION OF ELLIOT MEME

1 I, Elliot Meme, hereby declare that:

2 1. I am currently employed as a Senior Claims Specialist in the Risk Management
3 Department of Defendant PrideStaff, Inc. In my role as a Senior Claims Specialist, I have access to
4 PrideStaff's temporary placement network systems including payroll records for placements at
5 PrideStaff clients. As such, I am a custodian of records relating to payroll documentation showing
6 placements made by PrideStaff clients, including at its client and co-Defendant Supplies Network.

7 2. During the complete pay periods between October 27, 2021 through December 18,
8 2024, PrideStaff placed 198 temporary workers who worked a total of 1576 pay periods.

9 I declare under penalty of perjury pursuant to the laws of the State of California that the
10 foregoing is true and correct and of my own personal knowledge.

11
12
13 Dated: May 12, 2026



Elliot Meme

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 6

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Fresno County Superior Court ▼

Court Case Number *

22CECG04217

Hearing Date *

01/22/2026

Hearing Time *

03:30

HH:MM

Hearing Location *

Department 501

Number of aggrieved employees *

143

Net Amount to Aggrieved Employees *

43871.25

Gross settlement amount *

320000.00

Gross penalty *

175484.99

Penalties to LWDA *

131613.74

Date of proposed settlement *

01/22/2026

Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☒ There are no other PAGA claims which may be affected by this proposed settlement.
- ☐ The proposed settlement may affect other PAGA claims.
- ☐ A Notice of Related Cases has been filed in all related actions.
- ☐ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☐ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf or .xlsx) *

 Exhibit 1, 20...TED[58] (1).pdf

Other Attachment (if any, must be .pdf or .xlsx)

 No file chosen[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

Copyright © 2025 State of California

Previous Page

Submit

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: [Christina Lucio](#)
To: [Naomi Adams](#); [SD Staff](#); [Staff](#)
Subject: FW: Thank you for your Proposed Settlement Submission
Date: Monday, November 3, 2025 1:59:12 PM
Attachments: [image002.png](#)

Pridestaff

Christina Lucio



9880 Research Drive Irvine, CA 92618
Office: (949) 387-7200/ Fax: (949) 387-6676
Website: www.jameshawkinsaplc.com
Email: christina@jameshawkinsaplc.com

This email may contain privileged or confidential information and is for the sole use of the intended recipient(s). If you are not the intended recipient, any disclosure, copying, distribution, or use of the contents of this information is prohibited and may be unlawful. If you have received this electronic transmission in error, please reply immediately to the sender that you have received the message in error, and delete it. Thank you.

From: no-reply@formassembly.com <no-reply@formassembly.com>
Date: Monday, November 3, 2025 at 1:48 PM
To: Christina Lucio <christina@jameshawkinsaplc.com>
Subject: Thank you for your Proposed Settlement Submission

11/03/2025 01:47:48 PM

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

Item submitted: Proposed Settlement

On 11/03/2025 01:47:48 PM your Proposed Settlement was successfully processed for case number LWDA-CM-915934-22

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 7

EXHIBIT 9

1 **STATE OF CALIFORNIA**
2 Labor and Workforce Development Agency
3 Department of Industrial Relations
4 Division of Labor Standards Enforcement
5 MICHAEL L. SMITH (SBN 252726)
6 1515 Clay Street, Room 2206
7 Oakland, CA 94612
8 Telephone No. (510) 286-1340
9 Facsimile No. (510) 622-3258
10 mlsmith@dir.ca.gov
11 Attorney for the Labor Commissioner

**ELECTRONICALLY
FILED**
Superior Court of California,
County of San Francisco

11/30/2023
Clerk of the Court
BY: WILLIAM TRUPEK
Deputy Clerk

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN FRANCISCO**

11 JOHN DOE, PAOLA CORREA, and
12 DEWAYNE CASSEL, on behalf of the
13 State of California and aggrieved
14 employees,

15 Plaintiffs,

16 vs.

17 GOOGLE, INC., ALPHABET, INC.,
18 ADECCO USA INC., ADECCO GROUP
19 NORTH AMERICA and ROES 1 through
20 10,

21 Defendants.

Case No. CGC-16-556034

**COMMENTS OF LWDA REGARDING
PROPOSED PAGA SETTLEMENT**

Date: December 4, 2023

Time: 9:00 a.m.

Dept: 304 (COMPLEX)

Judge: Hon. Ethan P. Schulman

Date Action Filed: December 20, 2016

Trial Date: Not Set

*No filing fees, court costs, etc.,
per Labor Code §§101 and 101.5*

22 The California Labor and Workforce Development Agency ("LWDA") respectfully
23 submits these comments regarding the proposed settlement agreement in this action in response
24 to the Court's invitation in its order of October 31, 2023.
25
26
27
28

1 **I. IMPACT OF THE SETTLEMENT AND AMOUNT OF THE CIVIL PENALTY**

2 It is well established that PAGA serves to augment the limited enforcement capability of
3 the Labor and Workforce Development Agency by empowering employees to bring actions to
4 enforce California’s labor standards. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014)
5 59 Cal.4th 348, 383, *abrogated on other grounds by Viking River Cruises, Inc. v. Moriana*
6 (2022) 142 S.Ct. 1906.)

7
8 LWDA can confirm Plaintiffs’ statement that the \$27 million settlement in this action is
9 the largest PAGA-only settlement, and second largest civil penalty recovery, in a PAGA action
10 to date.¹ Thus, LWDA concurs with Plaintiffs that the settlement in this action constitutes one of
11 the most significant recoveries under PAGA. But the impact of this settlement goes beyond these
12 numbers.

13
14 The touchstone for the adequacy of a settlement must always be the purposes and policies
15 underlying California’s labor laws and PAGA, as a proxy for a state action. To that end, a PAGA
16 settlement must provide for relief that is genuine, meaningful, and consistent with the State’s
17 goal of benefitting the public through enforcement of its labor laws. A PAGA settlement that
18 deters noncompliance “augment[s] the state’s enforcement capabilities, encourage[es]
19 compliance with Labor Code provisions, and deter[s] noncompliance.” (*O’Connor v. Uber*
20 *Technologies* (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1134-35 [internal citations omitted];
21 *Iskanian, supra*, 59 Cal.4th at 383 [“The PAGA was clearly established . . . to deter
22 violations.”].)

23
24
25
26

¹ This search was based on information submitted by private attorneys into LWDA’s PAGA
27 filing portal, pursuant to PAGA’s statutory requirements to submit proposed settlements and
28 court order and judgements to LWDA. (Lab. Code § 2699(1)(2) & (3).) Errors may account for
some deviation in this data.

1 Overall, this settlement has achieved significant labor law enforcement in inducing
2 Google to change its policies which allegedly violated fundamental rights of employees to
3 converse about their compensation (Lab. Code § 232) and conditions of employment (§ 232.5)
4 and including a notice to employees of their rights under the allegedly violated statutes. These
5 provisions of law protect fundamental rights rooted in public policy that the State has a strong
6 interest in enforcing.
7

8 To our knowledge this is the first PAGA case which has obtained remedies of this nature,
9 which clearly further labor law enforcement. And undoubtedly, as Plaintiffs state, “knowledge of
10 this \$27,000,000 PAGA settlement against Google should serve to deter Alleged Speech
11 Restrictions by other employers.” (MPA at p.18.) The Court should give due consideration to the
12 fact that the settlement provides for the recovery of monetary penalties, as well as effectuates the
13 State’s interests through other affirmative relief.
14

15 **II. THE SETTLEMENT AGREEMENT HERE DOES NOT INCLUDE ANY**
16 **COMMON DEFICIENCIES THAT CONFLICT WITH THE PUBLIC**
17 **INTEREST.**

18 In evaluating the adequacy of settlements, court should evaluate whether the
19 the settlement is fair, adequate, and reasonable under all of the circumstances in light of the
20 public policies underlying California’s labor standards. The proposed settlement agreement does
21 not include any common terms that conflict with the public interest. First, it does not purport to
22 settle claims beyond those pleaded in the plaintiffs’ PAGA notices. (Cf. January 27, 2021 and
23 January 27, 2022 PAGA Notices & Settlement Agreement § 5.1 release limited to claims “based
24 on or reasonably related to the facts and claims alleged by Plaintiffs in the Action and Plaintiffs’
25 notice letters to the LWDA including, but not limited to claims under California Labor Code
26
27
28

1 sections 96(k), 98.6, 232, 232.5, 432.5, 1101, 1102, 1102.5, and 1197.5(j)-(k)"). The PAGA
2 representatives release broader claims on behalf of themselves. (§ 5.2)

3 In addition, the proposed settlement agreement does not require ongoing confidentiality
4 by the plaintiffs now that the motion for approval has been filed. (See § 7.2.)

5 With regard to distribution to employees, the agreement does not require aggrieved
6 employees to make a claim to be entitled to payment, and there is no reversion to the employer
7 under any circumstances. (§ 4.9.)

8 In addition, according to the settling parties, there are no existing PAGA actions pursuing
9 the same claims that are being settled here. (§ 7.1.) Thus, there is no danger of a reverse auction
10 scenario which might incentivize plaintiffs to accept a lower settlement value in conflict with
11 LWDA's interest in enforcement.
12

13 Finally, as noted above, the settlement includes a notice to employees regarding their
14 rights which were at issue in this action, including the rights to discuss wages and working
15 conditions and to engage in political conduct. (§ 1.22, Ex. A)
16

17 **III. INCENTIVE PAYMENTS TO PAGA PLAINTIFFS**

18 "The rationale for making enhancement or incentive awards to named plaintiffs is that
19 they should be compensated for the expense or risk they have incurred in conferring a benefit on
20 other members of the class." (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380,
21 1394, quoting *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 791.) In
22 the class action context, courts have held that an incentive award is appropriate "if it is necessary
23 to induce an individual to participate in the suit." (*Clark*, 175 Cal.App.4th at p. 804.)
24

25 Although the express statutory terms of PAGA do not address incentive awards, the
26 reasons for awarding incentive awards in class actions may similarly be present in PAGA
27
28

1 litigation. “Incentive awards are commonly awarded in the context of class action settlements,
2 which bear many similarities to settlements in PAGA cases.” (*Smith v. Homeguard, Inc.* (Cal.
3 Super. Oct. 28, 2020), No. 18CV333804, 2020 WL 6749810, at *2.) Indeed, “[m]any if not most
4 PAGA settlements include an ‘incentive award’ paid to the named representative.” (See *Carillo*
5 *v. Blusky Restoration Contractors LLC* (Cal.Super. June 29, 2022), No. CIVSB2105793, 2022
6 WL 18406637, at *1 (recognizing incentive awards in PAGA settlements).)²

8 “The Legislature’s sole purpose in enacting PAGA was ‘to augment the limited
9 enforcement capability of the [LWDA] by empowering employees to enforce the Labor Code as
10 representatives of the Agency.’ [citation].” (*Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th
11 1104, 1122.) At least one court has recognized that providing financial incentives to employees
12 to serve as a PAGA plaintiff in actions that will recover civil penalties for Labor Code violations
13 is consistent with PAGA’s purpose. (See *Galindo*, 2021 WL 9880030, at *1 (incentive awards to
14 PAGA plaintiffs further the enforcement goal of the statute).)

16 Criteria courts may consider in determining whether to make an incentive award include:
17 1) the risk to the representative in commencing suit, both financial and otherwise; 2) the
18 notoriety and personal difficulties encountered by the representative; 3) the amount of time and
19 effort spent by the representative; 4) the duration of the litigation and; 5) the personal benefit (or
20 lack thereof) enjoyed by the representative as a result of the litigation. (*Ibid.*) (*Cellphone*
21 *Termination Fee Cases, supra*, 186 Cal.App.4th 1380, 1394-1395.) Given the similar roles of
22 plaintiffs in class and PAGA actions, these criteria are a logical starting point for evaluating
23 incentive awards in PAGA actions.
24

26 ² See also *Galindo v. 20/20 Plumbing and Heating, Inc.*, (Cal.Super. Oct. 24, 2021) No. CIVSB-
27 2118276, 2021 WL 9880030, at *1 (\$5000 incentive award to PAGA representative); *Tallon v.*
28 *Aluma Systems Concrete Const., LLC* (Cal.Super. Oct. 28, 2022) No. CIVDS2012039, 2022 WL
17224382, at *1 (court approval of \$2500 incentive award to PAGA plaintiff).)

1 Because the aggrieved employee bears some risk in commencing the suit, both financial
2 and otherwise, and must expend time and resources in pursuit of the litigation, incentive awards
3 may be appropriate in PAGA actions. In addition, the share of money that goes to employees
4 from a PAGA settlement is only a one-fourth share of the total civil penalty amount, divided
5 among all aggrieved employees.³ Thus, in this respect, the need for a representative plaintiff in a
6 PAGA action is at least as great as in the class context.
7

8 **IV. CONCLUSION**

9 Given the size and terms of the settlement and the strong advocacy of counsel over
10 several years, LWDA submits that the settlement meets the criteria for approval. LWDA thanks
11 the Court for the opportunity to submit the foregoing comments.
12

13 Dated: November 27, 2023 STATE OF CALIFORNIA
14 LABOR & WORKFORCE DEVELOPMENT AGENCY
15 DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STANDARDS ENFORCEMENT

16 By: 
17 Michael L. Smith, Attorney
18
19
20
21
22
23
24
25

26 ³ In addition, PAGA-only settlements can no longer include a component of restitution for
27 employees. See *ZB, N.A., and Zions Bancorporation v. Superior Court of San Diego County*
28 (2019) 8 Cal.5th 175 (“*Lawson*”) (civil penalties in PAGA action can no longer include “an
amount sufficient to recover underpaid wages” under Lab. C. § 558).

EXHIBIT 10

Time Ticket Diary Report

Report Date: 5/13/2026
 Report Time: 12:30AM
 Page: 1 of 9
 User ID: awkins

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 05/13/2026
 Timekeeper: All
 Client: SUPPLIESNETK Sophia Herrera
 Matter: SUPPLIESNET PrideStaff, Inc / Supplies Network -Sophia Herrera
 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
JRH	James Hawkins									
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	02/20/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera	2	0.50	525.00	BL			No	Unbilled
		emails w/ MLW re new case; memo								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	02/21/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera	3	1.50	1,575.00	BL			No	Unbilled
		review summary of issues; conf w/ MLW re pnc and additional; review; emails re same; meeting								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	02/25/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera	6	4.50	4,725.00	BL			No	Unbilled
		new client meeting; retainer; client docs; intake; emails and crs								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	03/20/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera	8	1.50	1,575.00	BL			No	Unbilled
		receipt and review of docs; conf w/ client; additional docs; emails re same								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	03/21/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera	82	1.00	1,050.00	BL			No	Unbilled
		research re scope of class; issues; review docs								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	05/05/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera	10	2.50	2,625.00	BL			No	Unbilled
		receipt of additional docs; review; conf w/ client; research; memo								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	07/02/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera	11	0.50	525.00	BL			No	Unbilled
		phone call w/ client re complaint								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	07/15/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera	12	1.60	1,680.00	BL			No	Unbilled
		conf and strategy discussions re complaint; filing; docs; venue; emails re same								

Time Ticket Diary Report

Report Date: 5/13/2026

Report Time: 12:30AM

Page: 2 of 9

User ID: awkins

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	09/30/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera receipt of voicemail from potential witness; phone call; memo	13	0.60	630.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	10/19/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera arb research; conf re same; emails; crs re same; conf w/ client; crs re same; atty notes for file	14	2.50	2,625.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	10/25/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera revisions; crs; emails re complaint; filing; lwda; memo	15	1.40	1,470.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	10/26/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera conf and discussions re demand for damages; emails re same; crs	18	1.10	1,155.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/28/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera crs; review; conf re paga complaint; emails re same	46	1.00	1,050.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	07/18/2023 PrideStaff, Inc / Supplies Network -Sophia Herrera multiple emails and conf re arb; conf w/ client	50	1.20	1,260.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	07/18/2023 PrideStaff, Inc / Supplies Network -Sophia Herrera demand for arb; review; crs; emails re same; memo to file	76	1.20	1,260.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	08/12/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera crs; multiple re mediation; review docs; emails re same	28	2.00	2,100.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	08/12/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera multiples emails re mediation	75	0.60	630.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	08/13/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera email re mediation	83	0.10	105.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	09/30/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera conf and strategy re case moving forward; mediation; emails and crs re same; conf w/ expert re data; confirm	25	2.00	2,100.00	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 5/13/2026
 Report Time: 12:30AM
 Page: 3 of 9
 User ID: awkins

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	10/02/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera multiple emails and crs re mediation; confirm and payment; emails w/ MLW re same; expert crs re data	26	2.00	2,100.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/02/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera receipt and review of produced docs; crs and emails re same; memo	29	1.80	1,890.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/04/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera conf and discussions w/ expert; data; analysis; emails re same	34	1.50	1,575.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/09/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera begin to prep and review for mediation	33	5.90	6,195.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/12/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera data review; analysis of damages; research; review docs; conf re same emails for mediation	35	7.00	7,350.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/14/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera due diligence in prep for mediation	37	5.50	5,775.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/16/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera finalize analysis of damages; damage model; strategy and conf re same; research	38	6.90	7,245.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/17/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera due diligence in prep for mediation	40	6.60	6,930.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/18/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera prep; review and participate in mediation	41	9.50	9,975.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/18/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera conf re pay periods; emails re same; atty notes	74	0.90	945.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/20/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera multiple emails and crs re mediator approval; memo	73	0.50	525.00	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 5/13/2026
 Report Time: 12:30AM
 Page: 4 of 9
 User ID: awkins

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/26/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera	42	1.00	1,050.00	BL			No	Unbilled
		conf w/ expert; review; emails and crs re same								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	02/13/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera	53	1.20	1,260.00	BL			No	Unbilled
		crs and emails w/ MLW re reports; r/r of updated reports; memo								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	02/20/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera	58	0.20	210.00	BL			No	Unbilled
		emails and crs re cm statement; memo								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	02/25/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera	59	0.10	105.00	BL			No	Unbilled
		email re proposed order								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	04/23/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera	64	0.40	420.00	BL			No	Unbilled
		notice of entry filing; paga settlement; supporting docs; emails w/ MLW re same; crs re same								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	04/23/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera	62	0.20	210.00	BL			No	Unbilled
		emails w/ MLW and CML re estimated filing fee for motion; notes								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	05/15/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera	69	0.60	630.00	BL			No	Unbilled
		conf and strategy discussions re case moving forward; emails and crs re same								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	08/15/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera	66	0.40	420.00	BL			No	Unbilled
		emails w/ MLW re cm statement; crs; update to review; memo								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	10/08/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera	68	0.50	525.00	BL			No	Unbilled
		emails and crs w/ MLW re estimated fees for case completion; conf re same; memo								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	10/23/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera	70	0.40	420.00	BL			No	Unbilled
		emails and crs w/ MLW re updated reports; status								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	11/03/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera	56	1.20	1,260.00	BL			No	Unbilled
		conf re dec; emails and crs re same								

Time Ticket Diary Report

Report Date: 5/13/2026
 Report Time: 12:30AM
 Page: 5 of 9
 User ID: awkins

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	11/17/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera motion for paga approval; conf; discuss; emails and crs re same	72	1.90	1,995.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	05/11/2026 PrideStaff, Inc / Supplies Network -Sophia Herrera multiple crs and conf re filing; final paage motion; conf re same	77	0.70	735.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	05/13/2026 PrideStaff, Inc / Supplies Network -Sophia Herrera final hearing; paga; filing; crs; emails; case wrap up through final accounting	78	5.50	5,775.00	BL			No	Unbilled
Totals For:JRH				89.70	94,185.00					
MLW	Melissa Whitson									
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	02/20/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera emails and crs w/ JRH re potential new case; memo; call w/ pnc; summary for JRH; phone call from potential additional; info; crs and emails re same	1	1.50	330.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	02/21/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera call w/ pnc; receipt of info; emails w/ JRH; calendar and confirm new client meeting	4	1.00	220.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	02/25/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera assist JRH w/ new client meeting; intake; client docs and retainer	5	4.50	990.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	03/01/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera open new file on network; abacus; scan all docs; calendar and email	7	1.20	264.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	04/18/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera phone call; additional docs; scan; calendar; email	9	0.70	154.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	10/25/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera prep docs; lwda; file complaint; calendar; email	16	1.50	330.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	10/26/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera e-file complaint for damages; calendar	17	0.60	132.00	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 5/13/2026

Report Time: 12:30AM

Page: 6 of 9

User ID: awkins

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	10/27/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera	19	0.50	110.00	BL			No	Unbilled
		prep docs; file; calendar								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/30/2022 PrideStaff, Inc / Supplies Network -Sophia Herrera	47	0.70	154.00	BL			No	Unbilled
		prep paga; file; calendar and email								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	01/04/2023 PrideStaff, Inc / Supplies Network -Sophia Herrera	20	0.60	132.00	BL			No	Unbilled
		first legal; process serve; email; calendar								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	01/26/2023 PrideStaff, Inc / Supplies Network -Sophia Herrera	21	0.50	110.00	BL			No	Unbilled
		first legal; file; calendar								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	02/08/2023 PrideStaff, Inc / Supplies Network -Sophia Herrera	48	0.60	132.00	BL			No	Unbilled
		e-file process serve paga; calendar and emails								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	02/27/2023 PrideStaff, Inc / Supplies Network -Sophia Herrera	22	0.60	132.00	BL			No	Unbilled
		emails; crs; e-file; calendar								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	07/18/2023 PrideStaff, Inc / Supplies Network -Sophia Herrera	49	0.60	132.00	BL			No	Unbilled
		crs and emails w/ JRH; arb fee; calendar; confirm								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	07/26/2023 PrideStaff, Inc / Supplies Network -Sophia Herrera	23	0.70	154.00	BL			No	Unbilled
		file ntc of remote appearance; calendar; emails re same								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	08/03/2023 PrideStaff, Inc / Supplies Network -Sophia Herrera	24	0.60	132.00	BL			No	Unbilled
		e-file order and case mang; calendar								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	09/15/2023 PrideStaff, Inc / Supplies Network -Sophia Herrera	51	0.50	110.00	BL			No	Unbilled
		e-file ntc re paga; calendar								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	10/02/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera	27	4.50	990.00	BL			No	Unbilled
		emails and crs w/ JRH re mediation; confirm; calendar; payment; memo; data research per JRH; conf re same; memo to file								

Time Ticket Diary Report

Report Date: 5/13/2026

Report Time: 12:30AM

Page: 7 of 9

User ID: awkins

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	11/06/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera	52	0.40	88.00	BL			No	Unbilled
		prep; file re paga; calendar								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/02/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera	30	0.50	110.00	BL			No	Unbilled
		case mang; file; calendar								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/02/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera	31	3.00	660.00	BL			No	Unbilled
		prep files; docs; mediation binders; emails and crs re same								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/03/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera	32	0.60	132.00	BL			No	Unbilled
		file ntc; calendar; email; confirm								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/04/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera	81	1.00	220.00	BL			No	Unbilled
		receipt of crs and call re client; status; emails re same; returned phone call; crs w/ JRH re same; update								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/11/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera	80	3.00	660.00	BL			No	Unbilled
		data prep and research prep; file and docs for mediation; conf w/ JRH re same; memo to file								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/12/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera	36	4.50	990.00	BL			No	Unbilled
		assist JRH w/ mediation prep and data								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/16/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera	39	4.40	968.00	BL			No	Unbilled
		assist w/ data review and mediation prep w/ JRH								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	12/26/2024 PrideStaff, Inc / Supplies Network -Sophia Herrera	43	0.50	110.00	BL			No	Unbilled
		emails w/ JRH re expert; calendar; confirm								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	01/17/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera	44	0.50	110.00	BL			No	Unbilled
		e-file cm; calendar; email								
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	01/22/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera	45	0.40	88.00	BL			No	Unbilled
		prep; file; calendar								

Time Ticket Diary Report

Report Date: 5/13/2026
 Report Time: 12:30AM
 Page: 8 of 9
 User ID: awkins

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	02/13/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera emails w/ JRH; run reports; updated costs; send; calendar and memo	54	1.50	330.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	02/20/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera legal doc server, efile; cmc statement; calendar; emails	57	0.60	132.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	02/25/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera legal server; e-file; notice; proposed order; email; calendar	60	0.50	110.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	04/23/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera emails w/ CML and JRH; filing fee re estimated fee for motion; calendar	61	0.60	132.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	04/23/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera filing fee for notice of entry; estimated; calendar; emails	63	0.40	88.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	08/15/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera legal doc server; e-file cm statement; calendar; emails	65	0.50	110.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	10/08/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera emails w/ JRH and CML re e-file estimated costs for case completion; mtns; docs; calendar; email	67	0.70	154.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	10/23/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera emails and crs w/ JRH re updated reports; calendar	71	0.50	110.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	10/25/2025 PrideStaff, Inc / Supplies Network -Sophia Herrera multiple emails and conf re paga final docs; conf w/ CML re same; prep; first legal; docs serve; calendar; confirm; memo; case wrap up and final	55	5.50	1,210.00	BL			No	Unbilled
SUPPLIESNETK Sophia Herrera Time Ticket Text:	SUPPLIESNET	05/11/2026 PrideStaff, Inc / Supplies Network -Sophia Herrera conf re reports; costs; legal research update per JRH; confirm; crs and emails re same	79	1.70	374.00	BL			No	Unbilled
Totals For:MLW				52.70	11,594.00					

Time Ticket Diary Report

JAMES HAWKINS APLC

Report Date: 5/13/2026
Report Time: 12:30AM
Page: 9 of 9
User ID: awkins

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

Timekeepers Totals

Timekeeper:	JRH	Type	Unbilled
		Billable Hours	89.70
		Total For JRH	89.70
Timekeeper:	MLW	Type	Unbilled
		Billable Hours	52.70
		Total For MLW	52.70

Firm Totals

TYPE	Unbilled
Billable Hours	142.40
Grand Total:	142.40

activities 2026-05-13 16-33-19

Date	Hours	Activity category	Description	User
10/26/2022	0.6	Preparation	Import docs, create file, confer with atty.	Michael Cipriano
12/30/2022	0.7		Review and revise PAGA complaint	Christina Lucio
01/15/2023	0.2		Crs re service; review affidavit	Christina Lucio
02/08/2023	0.1		Crs re answer	Christina Lucio
02/16/2023	0.2		Crs with defense counsel	Christina Lucio
02/20/2023	0.1		Crs re notice of related case	Christina Lucio
02/20/2023	0.1		Crs re status conference statement	Christina Lucio
02/23/2023	0.2		Conference with defense counsel re CMC and action	Christina Lucio
02/22/2023	0.3		Multiple correspondence with defense counsel	Christina Lucio
03/13/2023	0.2		Crs with defense counsel re arbitration and status; conference with MC	Christina Lucio
03/13/2023	0.3	Preparation	Confer with client at atty re arbitration agreement.	Michael Cipriano
03/21/2023	0.2		Crs with defense counsel re arbitration	Christina Lucio
03/21/2023	0.2		Crs re status	Christina Lucio
03/21/2023	0.2		Crs with defense counsel; research re cases.	Christina Lucio
04/03/2023	0.2		Conference with defense counsel	Christina Lucio
04/04/2023	0.2		Crs re stipulation; review and revise stipulation	Christina Lucio
04/05/2023	0.2		Crs re answer	Christina Lucio
04/15/2023	0.2		Review court order; crs re same	Christina Lucio
04/28/2023	0.2		Crs re status	Christina Lucio
07/17/2023	0.3		Review and revise demand for arbitration; crs re same	Christina Lucio
07/20/2023	0.2		Crs re arbitration	Christina Lucio
07/25/2023	0.2		Multiple crs re arbitration	Christina Lucio
07/27/2023	0.2		Multiple crs re status and arbitration	Christina Lucio
08/23/2023	0.2		Crs re status	Christina Lucio
08/25/2023	0.2		Crs re joint statement	Christina Lucio
08/24/2023	0.2		Crs re clerk update	Christina Lucio
09/12/2023	0.2		Crs re arbitrator appointment; review disclosures	Christina Lucio

09/18/2023	0.2		Crs re order; review same	Christina Lucio
09/21/2023	0.2		Crs re dates and timing	Christina Lucio
09/22/2023	0.2		Crs re conference	Christina Lucio
09/25/2023	0.2		Crs re status and action	Christina Lucio
09/26/2023	0.7	Hearing	Prep for and attend hearing	Paul Brown
10/09/2023	2.1	Arbitration Hearing	Prep for and attend arb management conference	Paul Brown
10/18/2023	0.2		Crs re status and action	Christina Lucio
10/18/2023	0.2		Crs re status and action	Christina Lucio
10/30/2023	0.2	Review	Review initial disclosures draft	Paul Brown
10/30/2023	0.6	Preparation	Assemble plaintiff's initial disclosures, confer with atty.	Michael Cipriano
10/31/2023	0.7	Draft	Draft initial exchange	Paul Brown
11/01/2023	0.4	Draft	Draft initial disclosures	Paul Brown
11/01/2023	0.2	Telephone	Called client and left message	Paul Brown
11/01/2023	0.3	Correspondence	Crs w MC re client call, initial disclosures	Paul Brown
11/01/2023	0.5	Preparation	Confer with client and atty re initial disclosures, draft initial disclosures.	Michael Cipriano
11/06/2023	0.5	Draft	Finalize intial exchange	Paul Brown
11/07/2023	0.4	Draft	Finalize initial exchange and send for service	Paul Brown
11/07/2023	0.4	Preparation	Confer with client re docs for initial disclosures, finalize and redact document production, bates number, confer with atty.	Michael Cipriano
11/07/2023	0.2		Crs re joint report; conference re same	Christina Lucio
11/08/2023	0.2		Review joint statement; crs re same	Christina Lucio
11/13/2023	0.2		Crs re court order	Christina Lucio
11/16/2023	0.9	File Review	Review def initial disclosures	Paul Brown
11/16/2023	0.4	Telephone	Called client, left message, answered return call re discovery	Paul Brown
11/17/2023	0.4	Telephone	Discovery meet and confer w/ opposing counsel	Paul Brown
11/20/2023	0.2		Crs re arbitrator	Christina Lucio
11/21/2023	0.2		Conference with PAB re status	Christina Lucio
11/21/2023	0.2	Conference	Conf w/ cml re arbitration discovery conference	Paul Brown
11/21/2023	0.2	Telephone	Called and left message for opposing counsel re arbitration discovery plan	Paul Brown
11/21/2023	0.2		Conference with PAB re status	Christina Lucio

11/22/2023	0.2	Review	Review arb order, review crs w/ opposing counsel	Paul Brown
11/27/2023	1.4	Arbitration Hearing	Prep for and attend arbitration scheduling conference	Paul Brown
01/17/2024	0.4	File Review	Review initial disclosures, notes	Paul Brown
02/05/2024	1.8	File Review	Review initial disclosures and discovery	Paul Brown
02/29/2024	0.2	File Review	Review case status, next steps, conf re same	Paul Brown
03/10/2024	0.2		Crs re status	Christina Lucio
03/18/2024	2.3	Draft	Draft discovery in arb, create damages model left message for client	Paul Brown
03/18/2024	0.2	Telephone	Phone call w/ client re settlement	Paul Brown
03/27/2024	0.1	Correspondence	Review crs re report	Paul Brown
03/27/2024	0.6	Draft	Draft CMC, conf w/ cml re same	Paul Brown
03/27/2024	0.2		Conference re status	Christina Lucio
03/29/2024	0.3	Correspondence	Crs w/ staff, CML, OC re joint report revisions and filing	Paul Brown
04/04/2024	0.2	Correspondence	Crs w/ CML re extension, review docket	Paul Brown
04/04/2024	0.2		Crs re dates and deadlines	Christina Lucio
04/08/2024	0.1		Crs re status	Christina Lucio
04/08/2024	0.2		Crs re status	Christina Lucio
04/16/2024	0.1	Conference	Conf w/ CML re case status	Paul Brown
04/16/2024	0.2		Conference re status and strategy	Christina Lucio
04/16/2024	0.2		Conference re status and strategy	Christina Lucio
05/09/2024	0.1	Correspondence	Review crs re letter re association	Paul Brown
05/22/2024	0.2	Conference	Conf re case status, review same	Paul Brown
05/22/2024	0.2		Conference re status; crs re same	Christina Lucio
06/07/2024	1.9	File Review	Review discovery, draft PMK depo requests	Paul Brown
06/10/2024	1.9	Telephone	Calls w/ OC re settlement, mediation, extension of MTC deadline, crs re mediation, review discovery	Paul Brown
06/11/2024	0.3	Conference	Conf w/ CML re update, mediation, arb fees	Paul Brown
06/11/2024	0.2		Review crs from mediator	Christina Lucio
06/11/2024	0.2		Conference re mediation and status	Christina Lucio
06/10/2024	0.2		Crs re mediation	Christina Lucio
06/13/2024	0.1	Correspondence	Review crs re mediation	Paul Brown

06/14/2024	0.2	Correspondence	Crs w/ OC re mediation	Paul Brown
06/20/2024	0.2	Correspondence	Crs w/ OC re mediation	Paul Brown
06/23/2024	0.2		Crs re status	Christina Lucio
06/24/2024	0.2	Review	Review case status	Paul Brown
06/25/2024	0.4	Correspondence	Crs w/ OC re mediators, conf w/ CML re same	Paul Brown
06/26/2024	0.2		Crs re mediation and strategy	Christina Lucio
06/27/2024	0.2	Correspondence	Crs w/ OC re mediation	Paul Brown
06/28/2024	0.3	Correspondence	Crs w/ OC re mediation	Paul Brown
07/01/2024	0.3	Correspondence	Crs re mediation	Paul Brown
07/02/2024	0.2		Crs re mediation	Christina Lucio
07/08/2024	0.2	Correspondence	Crs w/ OC re mediators	Paul Brown
07/11/2024	0.2	Telephone	Left message for OC re mediation, crs re same	Paul Brown
07/12/2024	1.5	Arbitration Hearing	Prep for and attend arbitration hearing	Paul Brown
07/25/2024	0.3	Correspondence	Crs w/ CML, staff, OC re mediation	Paul Brown
07/25/2024	0.2		Multiple crs re mediation	Christina Lucio
07/29/2024	1.9	Arbitration Hearing	Prep for arb hearing, crs and call w/ OC re mediation, conf w/ CML re same	Paul Brown
07/29/2024	0.3		Attend status conference with arbitrator	Christina Lucio
07/31/2024	0.2		Conference re mediation	Christina Lucio
07/31/2024	0.2		Review additional available dates and crs re same	Christina Lucio
07/31/2024	0.8	Telephone	Call and crs w/ OC and staff re mediation, conf w/ CML re same, review crs	Paul Brown
08/02/2024	0.2		Crs with arbitration association	Christina Lucio
08/02/2024	0.2		Crs re mediation	Christina Lucio
08/09/2024	0.2		Crs re mediation and scheduling	Christina Lucio
08/09/2024	0.2		Crs re mediation	Christina Lucio
08/12/2024	0.2		Crs re mediation	Christina Lucio
08/12/2024	0.1	Review	Review case status, draft case review	Paul Brown
09/04/2024	0.2	File Review	Review case status, update notes	Paul Brown
10/29/2024	0.3	Review	Review case status, conf re same	Paul Brown
10/30/2024	0.4	Draft	Draft informal discovery request	Paul Brown

11/05/2024	0.2		Conference re strategy	Christina Lucio
11/05/2024	0.3	Draft	Draft joint CMC, crs re same	Paul Brown
10/31/2024	0.4		Review and revise informal list; research in support	Christina Lucio
11/19/2024	0.2		Crs re status	Christina Lucio
11/21/2024	0.2		Crs re mediation	Christina Lucio
11/24/2024	0.2		Crs re expert analysis	Christina Lucio
11/26/2024	0.5	Correspondence	Crs re status report, mediation data	Paul Brown
11/25/2024	0.2		Crs re CMC statement	Christina Lucio
11/26/2024	0.2		Crs re status	Christina Lucio
11/26/2024	0.2		Crs re court order	Christina Lucio
12/04/2024	0.3	Correspondence	Crs w/ expert re analysis	Paul Brown
12/04/2024	0.2		Crs re status	Christina Lucio
12/10/2024	1.2	Draft	Draft mediation brief, review case file	Paul Brown
12/12/2024	0.6	Draft	Revise mediation brief	Paul Brown
12/13/2024	0.5		Review and revise mediation brief; crs re same	Christina Lucio
12/12/2024	0.9		Review and revise mediation brief; conference re claims	Christina Lucio
12/18/2024	7.5	Mediation	Mediation with Lisa Klerman	Paul Brown
12/18/2024	8.0		Attend mediation with Lisa Klerman	Mitchell Murray
12/19/2024	0.2		Review mediator's proposal; Conference with CML re same	Mitchell Murray
12/20/2024	0.2		Crs re mediator's proposal	Christina Lucio
12/19/2024	0.2		Conference re proposal	Christina Lucio
12/18/2024	10.2		Prepare for and attend mediation with PAB and MJM	Christina Lucio
01/09/2025	0.2	Review	Case review	Paul Brown
01/14/2025	0.2	Conference	Conf re CMC	Paul Brown
01/15/2025	0.2		Crs with arbitration association; conference re same	Christina Lucio
01/16/2025	0.2		Crs re status	Christina Lucio
01/16/2025	0.2		Crs re status	Christina Lucio
01/16/2025	0.4	Correspondence	Crs re joint statement, draft statement	Paul Brown
01/21/2025	0.2		Crs re order	Christina Lucio

01/22/2025	0.2		Crs re arbitration	Christina Lucio
01/27/2025	0.2		Review court order	Christina Lucio
02/06/2025	0.2	Correspondence	Crs w/ OC re settlement	Paul Brown
02/18/2025	0.2	Draft	Revise joint report, send to OC for approval, send for filing	Paul Brown
02/24/2025	0.2		Crs re status and continuance	Christina Lucio
02/24/2025	0.2		Crs with clerk	Christina Lucio
03/11/2025	0.2		Crs re reassignment	Christina Lucio
03/12/2025	0.2	Correspondence	Crs w/ case admin	Paul Brown
03/10/2025	0.1	Review	Review case status, update chart	Paul Brown
03/18/2025	0.2		Conference re status and strategy	Christina Lucio
04/17/2025	0.2		Crs with mediator	Christina Lucio
04/21/2025	2.1	Draft	Draft long-form settlement, conf w/ CML re same, crs re admin bids	Paul Brown
04/22/2025	0.2		Crs re settlement	Christina Lucio
04/21/2025	0.2		Conference with mediator	Christina Lucio
04/21/2025	0.2		Crs re administrator bids	Christina Lucio
04/22/2025	0.5	Draft	Revise settlement	Paul Brown
04/23/2025	1.2	Draft	Revise PAGA settlement, draft individual settlement	Paul Brown
04/24/2025	0.2	Correspondence	Crs w/ admin	Paul Brown
04/24/2025	0.4	Draft	Finalize individual settlement	Paul Brown
04/24/2025	0.2		Crs re bid	Christina Lucio
04/21/2025	0.2		Crs re bid	Christina Lucio
04/22/2025	0.2		Crs re settlement	Christina Lucio
04/22/2025	0.2		Conference re settlement	Christina Lucio
04/23/2025	0.2		Crs re status	Christina Lucio
04/29/2025	0.2		Crs re settlement agreement	Christina Lucio
05/01/2025	0.3	Telephone	Call w/ client re update	Paul Brown
05/03/2025	0.6	Review	Review settlement redlines from defense, crs re same	Paul Brown
05/28/2025	0.2		Crs re status	Christina Lucio
05/28/2025	0.2		Conference re same	Christina Lucio

06/04/2025	0.2		Crs re status	Christina Lucio
06/04/2025	0.6	Correspondence	Crs and call w/ CML, OC re settlement, review PAGA settlement redlines, revise individual settlement	Paul Brown
06/09/2025	0.2		Crs re settlement	Christina Lucio
06/10/2025	0.5	Correspondence	Crs w/ OC re settlement, joint report, revise joint report, review defense redlines	Paul Brown
06/10/2025	0.2		Crs re status	Christina Lucio
06/11/2025	0.2	Draft	Finalize joint report, crs OC and staff re filing	Paul Brown
06/11/2025	0.2		Crs re joint statement	Christina Lucio
06/12/2025	0.2	Review	Review case status	Paul Brown
06/13/2025	0.2	Review	Review case status, conf w/ CML re same	Paul Brown
07/24/2025	0.2		Crs re settlement	Christina Lucio
08/04/2025	0.2		Crs re status	Christina Lucio
08/06/2025	1.0		Review and revise settlement	Christina Lucio
08/08/2025	0.3		Review individual agreement; crs re same	Christina Lucio
08/08/2025	0.2		Crs with defense counsel	Christina Lucio
08/07/2025	0.6		Review PAGA agreement and notes by defense; additional edits to same	Christina Lucio
08/07/2025	0.3		Conference with defense counsel	Christina Lucio
08/07/2025	0.3		Multiple crs re status and edits	Christina Lucio
08/08/2025	0.3	Preparation	Confer with client re case status, confer with atty.	Michael Cipriano
08/12/2025	0.4		Draft joint statement for review	Christina Lucio
08/12/2025	0.5		Revise and finalize PAGA settlment; revise and finalize individual agreement	Christina Lucio
08/13/2025	0.2		Conference re status	Christina Lucio
08/14/2025	0.2		Review and revise joint statement	Christina Lucio
08/14/2025	0.2		Crs with defense counsel	Christina Lucio
08/19/2025	0.2		Conference re CMC	Christina Lucio
08/22/2025	0.2		Crs re settlement	Christina Lucio
08/25/2025	0.2		Crs re settlement edits with defense counsel	Christina Lucio
08/28/2025	0.8	Preparation	Finalize settlement agreement docs for signature. Draft and send W-4 and W-9 forms to client for completion.	Michael Cipriano
09/08/2025	0.2		Crs re settlement agreement	Christina Lucio
09/23/2025	0.2		Crs re status	Christina Lucio

10/08/2025	0.3		Draft and revise joint statement	Christina Lucio
10/08/2025	0.2		Crs with defense counsel re joint statement	Christina Lucio
10/08/2025	0.2		Crs re approval	Christina Lucio
10/07/2025	2.8		Draft notice of motion; begin drafting motion for PAGA approval	Christina Lucio
10/09/2025	0.2		Correspondence re joint statement	Christina Lucio
10/08/2025	2.0		Draft PAGA approval motion	Christina Lucio
10/08/2025	0.3		Draft joint statement	Christina Lucio
10/08/2025	0.2		Correspondence re joint statement	Christina Lucio
10/12/2025	2.2		Draft MPA for approval motion	Christina Lucio
10/13/2025	0.2		Conference re joint statement	Christina Lucio
10/16/2025	0.2		Crs re status	Christina Lucio
10/21/2025	2.5		Continue drafting motion for PAGA approval; revise and finalize same	Christina Lucio
10/24/2025	2.0	Preparation	Draft Stipulation to file FAC, draft Amended PAGA letter, confer with atty.	Michael Cipriano
10/24/2025	1.5		Draft declaration ISO PAGA approval motion	Christina Lucio
10/20/2025	3.1		Conference re approval motion; continuing drafting and revising MPA, proposed order and notice	Christina Lucio
10/24/2025	0.3		Multiple crs re amended complaint, stipulation, declarations and amended PAGA letter	Christina Lucio
10/23/2025	0.2		Review court order; crs re hearing	Christina Lucio
10/23/2025	0.2		Crs re exhibits	Christina Lucio
10/22/2025	0.3		Crs with defense counsel re approval motion review and edits	Christina Lucio
10/21/2025	0.3		Crs re document review; compile data and documents	Christina Lucio
10/22/2025	1.0		Draft declaration	Christina Lucio
10/25/2025	2.3		Revise and finalize motion for approval and declaration;	Christina Lucio
10/27/2025	0.9		Crs re approval motion; review, revise and finalize same	Christina Lucio
10/27/2025	0.4		Draft notice to aggrieved employees	Christina Lucio
10/27/2025	0.3		Crs with defense counsel re execution of settlement agreement; review crs re history of execution	Christina Lucio
10/26/2025	1.5		Review and revise stipulation re filing of amended complaint; review and revise LWDA letter; draft amended complaint	Christina Lucio
10/26/2025	0.3		Crs with defense counsel re amendment to complaint	Christina Lucio
10/27/2025	2.0	Preparation	Draft client decl. ISO Mtn for PAGA Approval. Compile exhibits ISO Mtn for PAGA Approval. Confer with atty.	Michael Cipriano
10/28/2025	0.2		Crs re PAGA notice	Christina Lucio

10/28/2025	0.2		Crs re stipulation	Christina Lucio
11/02/2025	1.0		Review and finalize approval motion; review and revise declarations; crs re same	Christina Lucio
11/02/2025	0.2		Crs declaration review with client	Christina Lucio
11/01/2025	0.2		Crs re amended complaint	Christina Lucio
10/30/2025	0.2		Crs re status	Christina Lucio
11/03/2025	0.2		Crs re submission of settlement to LWDA	Christina Lucio
11/03/2025	0.2		Crs re submission of amended complaint to LWDA	Christina Lucio
11/03/2025	0.4		Review and revise stipulation and amended complaint	Christina Lucio
11/03/2025	0.3		Review and revise LWDA letter	Christina Lucio
11/17/2025	0.2		Crs re approval motion	Christina Lucio
12/22/2025	0.2		Crs re status	Christina Lucio
12/21/2025	0.2		Crs re status	Christina Lucio
01/08/2026	1.0		Prepare for and attend CMC; research re status	Christina Lucio
01/08/2026	0.2		Crs re status and hearing	Christina Lucio
01/12/2026	0.2		Crs re status	Christina Lucio
01/22/2026	0.2		Crs re hearing	Christina Lucio
01/22/2026	0.2		Crs with arbitration association	Christina Lucio
02/02/2026	0.2		Crs re status	Christina Lucio
02/02/2026	0.2		Crs re status	Christina Lucio
02/05/2026	0.2		Crs re status	Christina Lucio
02/04/2026	0.3		Crs re status; review tentative	Christina Lucio
03/09/2026	0.2		Draft and revise status conference statement	Christina Lucio
03/10/2026	0.2		Crs re status conference statement	Christina Lucio
03/06/2026	0.2		Crs re status	Christina Lucio
03/17/2026	0.2		Crs re status	Christina Lucio
03/10/2026	0.2		Crs re status conference statement and hearing	Christina Lucio
03/20/2026	0.2		Crs re status	Christina Lucio
03/19/2026	0.2		Crs re status	Christina Lucio
03/19/2026	0.5		Prepare for CMC; attend same	Christina Lucio

03/31/2026	0.9		Review and revise stipulation to lift stay; research re status	Christina Lucio
03/31/2026	0.7		Review order and begin compiling data	Christina Lucio
03/31/2026	0.5		Draft and revise joint statement; crs re same	Christina Lucio
03/31/2026	0.4	Preparation	Draft Stipulation to Lift Stay.	Michael Cipriano
04/01/2026	0.3		Review revised stipulation and status report	Christina Lucio
04/01/2026	0.3		Crs with defense counsel re stipulation and status report; call Borchers	Christina Lucio
04/01/2026	0.2		Crs with defense counsel re filing	Christina Lucio
04/02/2026	0.2		Crs re joint statement	Christina Lucio
04/08/2026	0.3		Crs with defense counsel re stipulation	Christina Lucio
04/08/2026	0.3		Crs re filing and stay	Christina Lucio
04/14/2026	0.2		Crs re court order	Christina Lucio
04/14/2026	0.2		Review court order	Christina Lucio
04/22/2026	0.2		Crs re status	Christina Lucio
04/29/2026	0.2		Crs re status of approval papers	Christina Lucio
05/04/2026	0.2		Crs re status	Christina Lucio
12/29/2022	0.5		Finalize complaint and related documents for filing	Christina Lucio
10/25/2022	1.5		Draft and revise LWDA letter and complaint	Christina Lucio
10/09/2023	0.5		Conference re strategy	Christina Lucio
09/25/2023	0.4		Conference re status and outstanding issues for hearing	Christina Lucio
11/02/2023	0.6		Conference re disclosures; review draft of same	Christina Lucio
12/12/2023	0.2		Crs re status	Christina Lucio
01/10/2024	0.2		Crs re status	Christina Lucio
01/22/2024	0.2		Crs re status	Christina Lucio
02/14/2024	0.2		Conference re arbitration and ADR	Christina Lucio
02/26/2024	0.2		Conference re ADR	Christina Lucio
03/18/2024	0.4		Review discovery; review order	Christina Lucio
05/31/2024	0.2		Crs re status	Christina Lucio
06/05/2024	0.2		Crs re status	Christina Lucio
08/28/2024	0.2		Crs re status	Christina Lucio

10/17/2024	0.2		Crs re status	Christina Lucio
06/10/2024	0.3		Conference re strategy	Christina Lucio
04/09/2024	0.4		Conference re strategy	Christina Lucio
09/18/2024	0.3		Conference re strategy	Christina Lucio
12/10/2024	2.9		Review documents; revise mediation brief; conference re strategy	Christina Lucio
12/09/2024	0.3		Conference re strategy	Mitchell Murray
12/09/2024	0.3		Conference re strategy	Christina Lucio
12/05/2024	3.3		Mediation preparation and strategy	Christina Lucio
12/05/2024	3.0		Mediation preparation and strategy	Mitchell Murray
04/23/2025	0.3		Conferences re PAGA resolution and agreement; review and revise same	Christina Lucio
08/28/2025	0.2		Conference with MC re settlement and client call	Christina Lucio
08/12/2025	0.2		Conference with client	Christina Lucio
05/07/2025	0.2		Conference with client	Christina Lucio
05/12/2025	0.2		Conference with client	Christina Lucio
03/03/2025	0.2		Conference with client	Christina Lucio
01/15/2025	0.2		Conference with client	Christina Lucio
12/13/2024	0.2		Conference with client	Christina Lucio
12/10/2024	0.2		Conference with client	Christina Lucio
05/08/2026	0.2		Crs with defense counsel	Christina Lucio
05/08/2026	0.2		Crs re additional data and deadlines	Christina Lucio
05/08/2026	0.2		Review court order	Christina Lucio
05/04/2026	0.2		Crs re court order	Christina Lucio
04/07/2026	0.3		Crs re supplemental documents; crs with administrator	Christina Lucio
05/05/2026	0.2		Review supplemental declarations	Christina Lucio

EXHIBIT 11



ELM Solutions

2024 Real Rate Report[®]

The industry's leading
analysis of law firm
rates, trends, and
practices

Report Editor**Jennifer McIver**

Director, Legal Operations and Industry Insights
Wolters Kluwer ELM Solutions

Lead Data Analysts**Carol Au**

Business Systems Quantitative Analyst
Wolters Kluwer ELM Solutions

Aaryak Shandilya

Data Scientist
Wolters Kluwer ELM Solutions

ELM Solutions Creative**David Andrews**

Senior Graphic Designer
Wolters Kluwer ELM Solutions

Contributing Analysts and Authors**Jason Bender**

Legal Analytics Product Manager
Wolters Kluwer ELM Solutions

Haemi Jung

Strategic Business Intelligence Manager
Wolters Kluwer ELM Solutions

Margie Sleboda

Lead Technology Product Manager
Wolters Kluwer ELM Solutions

Executive Sponsor**Brian Jorgenson**

Vice President, Product Management
Wolters Kluwer ELM Solutions

© 2004 - 2024 Wolters Kluwer ELM Solutions. All rights reserved. This material may not be reproduced, displayed, modified, or distributed in any form without the express prior written permission of the copyright holders. To request permission, please contact:

ELM Solutions, a Wolters Kluwer business
2929 Allen Pkwy Ste 3300
Houston, TX 77019 United States
ATTN: Marketing
ELMSolutionsSales@wolterskluwer.com

LEGAL CAVEAT

Wolters Kluwer ELM Solutions has worked to ensure the accuracy of the information in this report; however, Wolters Kluwer ELM Solutions cannot guarantee the accuracy of the information or analyses in all cases. Wolters Kluwer ELM Solutions is not engaged in rendering legal, accounting, or other professional services. This report should not be construed as professional advice on any particular set of facts or circumstances. Wolters Kluwer ELM Solutions is not responsible for any claims or losses that may arise from any errors or omissions in this report or from reliance upon any recommendation made in this report.

Table of Contents - 2024 Real Rate Report

A Letter to Our Readers • 4

Report Use Considerations • 5

Section I: High-Level Data Cuts • 8

- Partners, Associates, and Paralegals
- Partners and Associates by City and Matter Type
- Partners and Associates by City
- Partners, Associates, and Paralegals by Practice Area and Matter Type
- Partners and Associates by Firm Size and Matter Type
- Partners by City and Years of Experience
- Associates by City and Years of Experience

Section II: Industry Analysis • 65

- Partners, Associates, and Paralegals by Industry Group
- Partners and Associates by Industry Group and Matter Type
- Basic Materials and Utilities
- Consumer Goods
- Consumer Services
- Financials (Excluding Insurance)
- Health Care
- Industrials
- Insurance
- Technology and Telecommunications

Section III: Practice Area Analysis • 88

- Bankruptcy and Collections
- Commercial
- Corporate: Mergers, Acquisitions, and Divestitures
- Corporate: Regulatory and Compliance
- Corporate: Other
- Employment and Labor
- Environmental
- Finance and Securities
- General Liability (Litigation Only)
- Insurance Defense (Litigation Only)
- Intellectual Property: Other
- Intellectual Property: Patents
- Intellectual Property: Trademarks
- Real Estate

Section IV: In-Depth Analysis for Select US Cities • 175

- Boston, MA
- Chicago, IL
- Los Angeles, CA
- New York, NY
- Philadelphia, PA
- San Francisco, CA
- Washington, DC

Section V: International Analysis • 195

Section VI: Matter Staffing Analysis • 220

Appendix: Data Methodology • 225

A Letter to Our Readers

Welcome to the latest edition of Wolters Kluwer ELM Solutions Real Rate Report®, the industry's leading data-driven benchmark report for lawyer and paralegal rates.

Our Real Rate Report has been a relied upon data analytics resource to the legal industry since its inception in 2010 and continues to evolve, providing you with the most comprehensive rate benchmarking insights, trends, and practices. The Real Rate Report is powered by the Wolters Kluwer ELM Solutions LegalVIEW® data warehouse, which has grown to include \$180B+ in anonymized legal data.

The depth and granularity of the data within the Real Rate Report empowers users to benchmark and negotiate effectively and make well-informed investment and resourcing decisions for the organization.

As with previous Real Rate Reports, our data is sourced from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters. This level of detail gives legal departments and law firms the precision they need to identify areas of opportunity. We strive to make the Real Rate Report a valuable and actionable reference tool for legal departments and law firms.

As always, we welcome your comments and suggestions on what information would make this publication more valuable to you. We thank our data contributors for participating in this program. And we thank you for making Wolters Kluwer ELM Solutions your trusted partner for legal industry domain expertise, data, and analytics and look forward to continuing to provide market-leading, expert solutions that deliver the best business outcomes for collaboration among legal departments and law firms.

Sincerely,



Brian Jorgenson

Vice President, Product Management
Wolters Kluwer ELM Solutions

Report Use Considerations

2024 Real Rate Report

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in the report derive from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Legal departments might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

Some key factors¹ that drive rates²:

Attorney location - Lawyers in urban and major metropolitan areas tend to charge more when compared with lawyers in rural areas or small towns.

Litigation complexity - The cost of representation will be higher if the case is particularly complex or time-consuming; for example, if there are a large number of documents to review, many witnesses to depose, and numerous procedural steps, the case is likely to cost more (regardless of other factors like the lawyer's level of experience).

Years of experience and reputation - A more experienced, higher-profile lawyer is often going to charge more, but absorbing this higher cost at the outset may make more sense than hiring a less expensive lawyer who will likely take time and billable hours to come up to speed on unfamiliar legal and procedural issues.

Overhead - The costs associated with the firm's support network (paralegals, clerks, and assistants), document preparation, consultants, research, and other expenses.

Firm size - The rates can increase if the firm is large and has various timekeeper roles at the firm. For example, the cost to work with an associate or partner at a larger firm will be higher compared to a firm that has one to two associates and a paralegal.

¹ David Goguen, J.D., University of San Francisco School of Law (2020) Guide to Legal Services Billing Retrieved from: <https://www.lawyers.com/legal-info/research/guide-to-legal-services-billing-rates.html>

² Source: 2018 RRR. Factor order validated in multiple analyses since 2010

Appendix: Data Methodology

Anonymization of the Dataset

Prior to inclusion in the ELM Solutions reference database, we systematically scrubbed the data of any information that would identify a particular matter, company, law firm, invoice, or timekeeper (individual). To ensure relationships necessary for analysis, those variables were assigned randomly generated numbers. To maintain data integrity and allow for proper analysis, these numbers are linked across data tables to enforce their associations.

To further ensure anonymity and confidentiality:

- The information is published in such a manner as to make it reasonably impervious to reverse analysis should some attempt be made to determine what data might pertain to any company, law firm, timekeeper, invoice, or matter.
- The 2024 Real Rate Report will not reveal which ELM Solutions client or clients are included or excluded in its analyses.
- Clients are not and will not be informed as to whether their data are included within a particular facet of analysis.
- No textual description of any legal work performed by any individual exists in the ELM Solutions reference database.

A Note on Insurance Litigation

Our aim is to provide a point of comparison for companies purchasing law firm services. To improve comparability, we removed data related to insurance company defense litigation for all analyses unless noted otherwise. Insurance litigation tends to be less expensive than other types of litigation, as it is typically more repetitive and less complex.

“Real Rate” Definition

The information in this report consists of data taken from client invoices submitted by law firms for work performed from 7/1/2020 through 6/30/2024. All Invoices were submitted through the ELM billing systems.

The analyses contained in this report are derived from aggregating hours, fees, and rates submitted as line items on those invoices. For a line item to qualify for inclusion in this report, it had to undergo multiple and rigorous testing processes to ensure its validity.

For example, for a rate to be loaded to the ELM Solutions reference database and used in this report, it must have been part of an invoice line entry in which all of the following items were included:

- Name of the biller
- Role of the biller
- Date of activity
- Hourly rate charged
- Time charged
- UTBMS code associated with the time charged
- Total amount charged for the activity

In addition, each line item’s hourly rate was validated against its “real rate” (calculated by dividing the total amount charged for the activity by the time charged). Any line items with an hourly rate that did not align closely with the real rate were not loaded to the reference database.

Real Rate = Line Item Total/Line Item Hours (Units)
Example: \$4,000/10 Hours = Real Rate of \$400

Adjustments the client made to line item amounts subsequent to submission are not factored into the dataset. These types of adjustments may impact the effective rate paid by the client to the law firm but do not reflect the real rate billed.

Appendix: Data Methodology

In short, the real rate is the rate appearing on an approved invoice at the invoice line item level.

Aggregations of data taken from millions of these line item–level invoice entries are the core of the information analyzed.

A Note on Negotiated Rates and Billing

Practices law firms can generally follow vary for submitting “negotiated” rates on invoices. Firms may submit the negotiated rate as the hourly rate identified on the invoice line item, insert a vendor line item adjustment to ensure compliance, or provide a vendor invoice level adjustment to bring the total amount of the fees into compliance with agreed-on discounts. Although the former two are considered part of the real rate calculation, the latter can be problematic. It is not directly linked to a line item, and therefore, for the purposes of determining the rate, it should not be assumed that the adjustment is related to a specific line item. Invoice-level adjustments may represent a credit or some other type of adjustment placed on the invoice. To ensure these types of adjustments would not adversely impact the analysis contained within the 2024 Real Rate Report, the team reviewed the population of invoices and line items to determine what the deviation of the real rate might be based on inclusion or exclusion. The analysis demonstrated that the variance was not significant (less than 1%).

As such, we decided not to include the vendor-level adjustments in the report.

Types of Matters Included in the Analysis

Matters within the ELM Solutions system are associated with areas of work described and defined by ELM Solutions clients. Those areas of work were analyzed and systematically categorized into legal practice areas. Normalization of practice areas was supported by mappings to system-level practice areas available in the ELM Solutions system and by naming convention.

All data included within this report have been mapped to a corresponding practice area. The majority of our analyses focus on the following 12 practice areas:

- Bankruptcy and Collections
- Commercial
- Corporate
- Employment and Labor
- Environmental
- Finance and Securities
- General Liability
- Government Relations
- Insurance Defense
- Intellectual Property
- Marketing and Advertising
- Real Estate

Within each client’s areas of work, sub-areas are often identified. The lists that follow identify client areas of work and, within those areas, the sub-areas underneath each practice area. Often, the same sub-area appears within different practice areas. For example, the sub-area “General/Other” when listed under “Commercial and Contracts” refers to general work provided regarding Commercial and Contracts matters. When listed under the “Employment and Labor” practice area, the same sub-area refers to work provided on Employment and Labor. Where applicable and practicable, each area and sub-area has been further subdivided into litigation and non-litigation work for the purposes of granular analysis.

Appendix: Data Methodology

Bankruptcy and Collections

Chapter 11
Collections
General/Other
Workouts and Restructuring

Commercial (Commercial Transactions and Agreements)

Contract Breach or Dispute
General, Drafting, and Review
General/Other

Corporate¹

Antitrust and Competition	Partnerships and Joint Ventures
Corporate Development	Regulatory and Compliance
General/Other	Tax
Governance	Treasury
Information and Technology	White Collar/Fraud/Abuse
Mergers, Acquisitions, and Divestitures	

Employment and Labor

ADA	General/Other
Agreements	Immigration
Compensation and Benefits	Union Relations and Negotiations/NLRB
Discrimination, Retaliation, and Harassment/EEO	Wages, Tips, and Overtime
Employee Dishonesty/Misconduct	Wrongful Termination
ERISA	

Environmental

General/Other
Health and Safety
Superfund
Waste/Remediation

Finance and Securities

Commercial Loans and Financing	Investments and Other Financial Instruments
Debt/Equity Offerings	Loans and Financing
Fiduciary Services	SEC Filings and Financial Reporting
General/Other	Securities and Banking Regulations

¹ All references to “Corporate: General/Other” in the 2024 Real Rate Report are the aggregation of all Corporate subareas excluding the Mergers, Acquisitions, and Divestitures sub-area and the Regulatory and Compliance sub-area.

Appendix: Data Methodology

General Liability

Asbestos/Mesothelioma	Personal Injury/Wrongful Death
Auto and Transportation	Premises
Consumer Related Claims	Product and Product Liability
Crime, Dishonesty and Fraud	Property Damage
General/Other	Toxic Tort

Government Relations

General/Other
Lobbying and Relations

Insurance Defense²

Auto and Transportation
General/Other
Personal Injury/Wrongful Death
Product and Product Liability
Professional Liability
Property Damage
Toxic Tort

Intellectual Property³

General/Other
Licensing
Patents
Trademarks

Marketing and Advertising

General/Other

Real Estate

Construction/Development
Easement and Right of Way
General/Other
Land Use/Zoning/Restrictive Covenants
Landlord/Tenant Issues
Leasing
Property/Land Acquisition or Disposition
Titles

² Insurance Defense Practice Area data was excluded from Section 1 and Section 5, except Section 1: High Level Data Cuts - Detailed Practice Area by Matter Type.

³ All references to “Intellectual Property: General/Other” in the 2024 Real Rate Report are the aggregation of all Intellectual Property sub-areas excluding the Patents and Trademarks sub-areas.

About Wolters Kluwer ELM Solutions

ELM Solutions is the market-leading global provider of enterprise legal spend and matter management and legal analytics solutions. It provides a comprehensive suite of tools that address the growing needs of corporate legal operations departments to increase operational efficiency and reduce costs, including a legal spend database featuring more than \$180 billion in invoices. Corporate legal and insurance claims departments trust its innovative technology and end-to-end customer experience to drive world-class business outcomes. In 2023, Wolters Kluwer ELM Solutions was named a Leader in the IDC MarketScape: Worldwide Enterprise Legal Management Software 2023 Vendor Assessment report.

Section I: High-Level Data Cuts

Detailed Practice Area

By Matter Type

2024 - Real Rates for Partner, Associate, and Paralegal

Trend Analysis - Mean

Practice Area	Matter Type	Role	n	First Quartile	Median	Third Quartile	2024	2023	2022
	Non-Litigation	Partner	121	\$665	\$780	\$962	\$841	\$804	\$771
		Associate	77	\$430	\$519	\$704	\$583	\$548	\$508
		Paralegal	11	\$180	\$238	\$269	\$237	\$278	\$254
Employment and Labor: Discrimination, Retaliation and Harassment / EEO	Litigation	Partner	125	\$419	\$548	\$755	\$629	\$573	\$494
		Associate	127	\$332	\$405	\$495	\$448	\$413	\$366
		Paralegal	71	\$196	\$250	\$295	\$249	\$238	\$224
	Non-Litigation	Partner	116	\$390	\$485	\$604	\$545	\$531	\$505
		Associate	115	\$295	\$325	\$419	\$382	\$343	\$331
		Paralegal	58	\$131	\$195	\$251	\$211	\$205	\$211
Employment and Labor: ERISA	Non-Litigation	Partner	60	\$530	\$684	\$850	\$714	\$667	\$690
		Associate	26	\$364	\$440	\$650	\$520	\$441	\$436
Employment and Labor: Immigration	Non-Litigation	Partner	32	\$505	\$658	\$942	\$712	\$683	\$612
		Associate	20	\$341	\$504	\$950	\$599	\$457	\$456
		Paralegal	17	\$126	\$175	\$225	\$182	\$201	\$182
Employment and Labor: OFCCP	Non-Litigation	Partner	16	\$531	\$665	\$825	\$714	\$674	\$637

2024 - Real Rates for Associate and Partner

Trend Analysis - Mean

City	Role	n	First Quartile	Median	Third Quartile	2024	2023	2022
Denver CO	Partner	28	\$520	\$576	\$645	\$606	\$577	\$573
	Associate	17	\$359	\$384	\$426	\$394	\$383	\$347
Houston TX	Partner	24	\$500	\$550	\$819	\$632	\$611	\$587
	Associate	13	\$410	\$495	\$525	\$487	\$463	\$385
Kansas City MO	Partner	17	\$400	\$496	\$561	\$492	\$488	\$428
Los Angeles CA	Partner	100	\$525	\$695	\$1,020	\$801	\$789	\$744
	Associate	88	\$421	\$529	\$858	\$632	\$607	\$502
Miami FL	Partner	18	\$455	\$545	\$629	\$556	\$583	\$593
	Associate	12	\$363	\$398	\$447	\$390	\$421	\$463
Minneapolis MN	Partner	29	\$441	\$561	\$761	\$623	\$651	\$587
	Associate	32	\$344	\$415	\$557	\$468	\$426	\$423
Nashville TN	Partner	19	\$490	\$517	\$570	\$523	\$483	\$451
New York NY	Partner	247	\$508	\$709	\$979	\$835	\$802	\$718
	Associate	211	\$374	\$522	\$704	\$581	\$614	\$508

2024 - Real Rates for Partner						Trend Analysis - Mean		
Years of Experience	Matter Type	n	First Quartile	Median	Third Quartile	2024	2023	2022
Fewer Than 21 Years	Litigation	73	\$480	\$742	\$949	\$727	\$636	\$521
	Non-Litigation	178	\$440	\$528	\$724	\$623	\$610	\$541
21 or More Years	Litigation	180	\$492	\$675	\$995	\$775	\$737	\$660
	Non-Litigation	401	\$500	\$648	\$803	\$703	\$677	\$637

2024 - Real Rates for Associate						Trend Analysis - Mean		
Years of Experience	Matter Type	n	First Quartile	Median	Third Quartile	2024	2023	2022
3 to Fewer Than 7 Years	Litigation	48	\$408	\$459	\$591	\$495	\$468	\$417
	Non-Litigation	77	\$355	\$421	\$495	\$458	\$410	\$350
7 or More Years	Litigation	81	\$345	\$494	\$717	\$549	\$477	\$439
	Non-Litigation	104	\$375	\$474	\$612	\$521	\$447	\$419

Section III: Practice Area Analysis

Employment and Labor

By Matter Type and YOE

2024 - Real Rates for Associate and Partner

Trend Analysis - Mean

Firm Size	Matter Type	Role	n	First Quartile	Median	Third Quartile	2024	2023	2022
50 Lawyers or Fewer	Litigation	Partner	26	\$325	\$422	\$656	\$499	\$473	\$426
		Associate	14	\$325	\$325	\$355	\$342	\$356	\$308
	Non-Litigation	Partner	21	\$353	\$510	\$666	\$538	\$503	\$471
51-200 Lawyers	Litigation	Partner	19	\$315	\$360	\$450	\$394	\$405	\$399
	Non-Litigation	Partner	74	\$450	\$700	\$806	\$674	\$636	\$591
		Associate	37	\$307	\$423	\$642	\$457	\$372	\$331
201-500 Lawyers	Litigation	Partner	87	\$515	\$650	\$1,095	\$858	\$766	\$535
		Associate	112	\$413	\$593	\$761	\$634	\$645	\$388
	Non-Litigation	Partner	162	\$400	\$445	\$595	\$529	\$523	\$491
		Associate	59	\$325	\$405	\$525	\$464	\$405	\$372
501-1,000 Lawyers	Litigation	Partner	73	\$475	\$693	\$981	\$741	\$758	\$697
		Associate	60	\$351	\$498	\$665	\$531	\$493	\$445
	Non-Litigation	Partner	255	\$510	\$595	\$700	\$667	\$648	\$609
		Associate	127	\$330	\$384	\$508	\$488	\$448	\$422

2024 - Real Rates for Associate and Partner

Trend Analysis - Mean

Firm Size	Matter Type	Role	n	First Quartile	Median	Third Quartile	2024	2023	2022
More Than 1,000 Lawyers	Litigation	Partner	102	\$788	\$947	\$1,120	\$976	\$933	\$836
		Associate	125	\$479	\$581	\$740	\$615	\$572	\$546
	Non-Litigation	Partner	147	\$719	\$883	\$1,107	\$939	\$893	\$818
		Associate	123	\$450	\$506	\$660	\$592	\$549	\$495

EXHIBIT 12

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 13

Matter Billing Detail

Report Date: 5/13/2026
Report Time: 10:38AM
Page: 1 of 2
User ID: R. Hawkins

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 05/07/2026
Client: SUPPLIESNETK - Sophia Herrera
Matter: SUPPLIESNET - PrideStaff, Inc / Supplies Network -Sophia Herrera

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
10/25/2022	POS	Postage - Cert mail to agents re LWDA Filing	\$47.05		Unbilled				
10/25/2022	FIL	Filing Fee - 10.25.22 LWDA Filing	\$75.00		Unbilled				
10/26/2022	FST	First Legal Network - E-Filing - Complaint for Damages, Demand for IN# 30216387	\$33.50		Unbilled				
10/27/2022	FST	First Legal Network - E-Filing - Complaint for Damages and Demand IN# 30219274	\$2,101.75		Unbilled				
01/04/2023	FST	First Legal Network - Process Serve - Class Complaint and Initial Docs (2), E-Filing - Proof of Service IN# 30224217	\$585.23		Unbilled				
01/26/2023	FST	First Legal Network - E-Filing - Plaintiffs Notice of Assignment IN# 30224217	\$39.50		Unbilled				
02/27/2023	FST	First Legal Network - E-Filing - Case Management Statement IN# 30227367	\$39.50		Unbilled				
07/26/2023	FST	First Legal Network - Notice of Remote Appearance IN# 30244254	\$39.35		Unbilled				
08/03/2023	FST	First Legal Network - E-Filing - Order re Remote Appearance, Case Management Statement IN# 30248438	\$78.70		Unbilled				
10/02/2024	MED	Mediation Services IN#121824P CK#1230	\$11,000.00		Unbilled				
12/02/2024	LDS	Legal Document Server - E-Filing - Case Management Statement IN# 10840105	\$29.50		Unbilled				
12/02/2024	LDS	Legal Document Server - E-Filing - Case Management Statement IN# 10843344	\$29.50		Unbilled				
12/03/2024	LDS	Legal Document Server - E-Filing - Notice, Proposed Order IN# 10871815	\$29.50		Unbilled				
12/26/2024	EXA	Expert Analysis IN#13932 CK#1477	\$7,280.00		Unbilled				
01/17/2025	LDS	Legal Document Server- EFiling - CM Statement IN# 11146575	\$30.95		Unbilled				
01/22/2025	LDS	Legal Document Server - E-Filing - Notice, Proposed Order IN# 11168725	\$30.95		Unbilled				
02/20/2025	LDS	Legal Document Server - EFiling - CM Statement IN# 11355622	\$30.20		Unbilled				
02/25/2025	LDS	Legal Document Server - EFiling - Notice, proposed order IN# 11394318	\$30.20		Unbilled				
03/12/2025	LDS	Legal Document Server - Filing - Joint Status Conference Statement IN# 14235404	\$200.00		Unbilled				

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
04/23/2025	FF	Filing Fee- estimated fee for Notice of Entry of Judgment/Order, Notice of Proof of Service to LWDA	\$63.76		Unbilled				
08/15/2025	LDS	Legal Document Server - EFiling - CM SStatement IN# 12659876	\$35.94		Unbilled				
12/23/2025	LDS	Legal Document Server - EFiling - Notice, Proposed Order IN# 13610570	\$35.94		Unbilled				
03/13/2026	LDS	Legal Document Server - Filing - Notice Re Remote Appearance, Order IN# 14253835	\$200.00		Unbilled				
		Total:	\$22,066.02	\$0.00					
		Balance:	\$22,066.02						
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 : -----		\$22,066.02							
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							

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 05/07/2026
Client: SUPPLIESNETK - Sophia Herrera
Matter: PRIDESTAFFPAGA - PrideStaff Inc - Supplies Network PAGA | Sophia Herrera

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
12/30/2022	FST	First Legal Network - E-Filing - Complaint, Civil Case Cover Sheet IN# 30224217	\$1,618.00		Unbilled				
02/08/2023	FST	First Legal Network - Process Serve - PAGA Complaint and Initial Docs (2), E-Filing - Proof of Service IN# 30227367	\$576.89		Unbilled				
07/18/2023	ARB	Arbitration FEE - Arbitration filing fee #5220003696	\$400.00		Unbilled				
09/15/2023	FST	First Legal Network - Filing - Notice of Remote Appearance IN# 30252348	\$39.35		Unbilled				
11/06/2024	LDS	Legal Document Server - E-Filing - Statement IN# 10719191	\$29.50		Unbilled				
06/12/2025	LDS	Legal Document Server - EFiling - CM Statement IN# 12184429	\$35.94		Unbilled				
10/15/2025	LDS	Legal Document Server - EFiling - Statement In# 13078150	\$35.94		Unbilled				
10/20/2025	LDS	Legal Document Server - EFiling - Notice, Proposed Order IN# 13136766	\$35.94		Unbilled				
11/04/2025	POS	Postage - 11.03.25 Amended LWDA Letter mailed out via Certified Mail	\$59.35		Unbilled				
11/17/2025	LDS	Legal Document Server - EFiling - Declaration, Stip and Order, Memo of Points Authorities, Proof of Service, Proposed Order IN# 13272789	\$55.94		Unbilled				
11/21/2025	LDS	Legal Document Server - EFiling - memo of points Authorities, Declaration, Proof of Service, Proposed Order IN# 13380231	\$95.94		Unbilled				
01/08/2026	LDS	Legal Document Server - Efiling - Notice, Proposed Order IN# 13705032	\$35.94		Unbilled				
01/28/2026	LDS	Legal Document Server - EFiling - Statement In# 13887226	\$35.94		Unbilled				
01/28/2026	LDS	Legal Document Server - EFiling - Notice, Proposed Order In# 13898095	\$35.94		Unbilled				
		Total:	\$3,090.61	\$0.00					
		Balance:	\$3,090.61						

Matter Billing Detail

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 : -----			\$3,090.61						
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						

EXHIBIT 14

JAMES R. HAWKINS (SBN 192925)
james@jameshawkinsaplc.com
CHRISTINA M. LUCIO (SBN 253677)
christina@jameshawkinsaplc.com
JAMES HAWKINS, APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel: (949) 387-7200
Fax: (949) 387-6676

Attorneys for SOPHIA HERRERA, on behalf of
herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO**

SOPHIA HERRERA, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

PRIDESTAFF INC., a California Corporation;
SUPPLIES NETWORK, a Missouri Corporation;
and DOES 1-50, inclusive,

Defendants.

Case No. 22CECG04217

Assigned for All Purposes To:

Hon. D. Tyler Tharpe

Dept.: 501

**DECLARATION OF SEAN HARTRANFT
OF APEX CLASS ACTION LLC IN
SUPPORT OF MOTION FOR
APPROVAL OF REPRESENTATIVE
ACTION SETTLEMENT**

Date: June 16, 2026

Time: 3:27 p.m.

Dept.: 501

Complaint Filed: December 30, 2022

Trial: None Set

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF SEAN HARTRANFT

I, Sean Hartranft, declare as follows:

1. I am the Chief Executive Officer of Apex Class Action LLC., a settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with settlement administration for a combined 100 years and has successfully managed numerous class & PAGA actions during that time. Our team comprises experienced professionals with extensive knowledge of settlement administration. Additionally, Apex Class Action possesses the necessary technology and infrastructure to manage large-scale settlements efficiently. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of settlement notices and administration of PAGA settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for settlements of various sizes. We maintain the highest level of confidentiality in all our operations. Any employee data and communication received by us will be treated with utmost discretion and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in settlement administration.

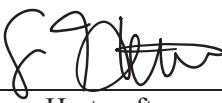
5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly evaluating the effectiveness of its security measures. Access to class member information is limited to employees, agents, or subcontractors who require it to perform their duties, and Apex Class Action conducts background checks on all personnel with access to

sensitive personal information to ensure they do not pose a threat to the security of client or class member information. As part of its commitment to data security and industry best practices, Apex Class Action has completed a rigorous third-party audit and is SOC 2 Type 2 certified, demonstrating its adherence to strict standards for data privacy, confidentiality, and system integrity. This certification reflects Apex's continued focus on protecting sensitive information through well-documented and consistently applied internal controls. To guarantee the security of the settlement administration process, Apex Class Action maintains Professional Liability and Cyber Liability Insurance coverage, as required by legal standards and best practices in the legal profession.

6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii) conducting preliminary and final calculations to determine the individual settlement amounts, including attorneys' fees, costs, enhancement awards, and any other court-approved designees; (iv) calculating and reporting state and federal taxes as applicable; (v) and disseminating approved settlement funds and tax forms via First-Class USPS mail.

7. The administration fees for Apex Class Action's management of this PAGA settlement will not exceed \$4,775.00, as specified in **Exhibit B**. This document presents a comprehensive plan detailing the specific administration services that will be provided.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed this 1st day of April 2026, in Irvine, California.



Sean Hartranft

EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address
18 Technology Dr. Ste. 164
Irvine, CA 92618

Email
Info@apexclassaction.com

Phone
1.800.355.0700

EXHIBIT B

**Quotation Request:**

Paul Brown
James Hawkins ALPC
paul@jameshawkinsaplc.com
949.387.7200

Case Name:

Sophia Herrera v. Pridestaff

Date:

Tuesday, April 22, 2025

RFP Number:

41761007

Prepared By:

Nick Day
Apex Class Action LLC
nick@apexclassaction.com
949.563.6650

Settlement Specifications

Number of Aggrieved Employees	235
Certified Language Translation:	No
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$425.00
Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00
Toll-Free Contact Center, Website, Reporting & Pre-Distribution				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$65.00	1	\$65.00
NCOA Address Update (USPS)	Static Rate	\$58.45	1	\$58.45
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$243.45



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.50	235	\$352.50
USPS First Class Postage	Per Piece	\$0.73	235	\$171.55
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.50	47	\$117.50
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	5	\$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	1	\$1,000.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$350.00	1	\$350.00
Sub Total:				\$3,011.55

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$475.00

WILL NOT EXCEED:				\$4,775.00
------------------	--	--	--	------------

Thank you for your business!

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this confidentiality may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.