

1 FARZAD RASTEGAR (SBN 155555)
farzad@rastegarlawgroup.com
2 THOMAS S. CAMPBELL (SBN 199014)
tom@rastegarlawgroup.com
3 RASTEGAR LAW GROUP, A.P.C.
22760 Hawthorne Boulevard, Suite 200
4 Torrance, California 90505
Tel. (310) 961-9600
5 Fax. (310) 961-9094

6 Attorneys for Plaintiff Porfiria Yocupicio
individually and on behalf of all others
7 similarly situated

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

10 PORFIRIA YOCUPICIO, individually,
and on behalf of all other similarly
11 situated,

12 Plaintiff,

13 vs.

14 PAE GROUP, LLC, a limited liability
company; ARCH RESOURCES GROUP
15 LLC, a limited liability company;
PACIFIC PEARL HOTEL
16 MANAGEMENT - SAN DIEGO, LLC, a
limited liability company; PACIFIC
17 PEARL HOTELS, LLC, a limited liability
company; and DOES 3 through 10,
18 inclusive,

19 Defendants.
20
21

Case No. BC548550

[Assigned for all Purposes to the
Hon. Elihu M. Berle - Dept. 6]

**DECLARATION OF FARZAD
RASTEGAR IN SUPPORT OF
PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES, INCENTIVE
AWARD AND COSTS;
DOCUMENTS IN SUPPORT
THEREOF**

Date: December 5, 2018

Time: 11:00 p.m.

Dept.: 6

22 **DECLARATION OF FARZAD RASTEGAR**

23 I, Farzad Rastegar, respectfully declare as follows:

24 1. I am now and have been at all times relevant to this Declaration an Active Member
25 of the State Bar of California, the principal of Rastegar Law Group, A Professional
26 Corporation ("Rastegar Law Group"), and counsel of record for Named Plaintiff Porfiria
27 Yocupicio ("Named Plaintiff") in the above-captioned action, filed in the Superior Court of
28 the County of Los Angeles. I make this declaration on the basis of personal firsthand

1 knowledge unless another source of information or belief clearly appears from the context,
2 and as to all such matters I believe them to be true. If called as a witness, I could and
3 would readily and competently testify to all matters stated within.

4 2. I make this declaration in support of Named Plaintiff's Motion for
5 Attorney's Fees, Enhancement Award and Costs.

6 3. On June 13, 2014, Plaintiff filed a class action complaint in the Superior
7 Court of California for the County of Los Angeles, Case No. BC548550. On August 21,
8 2014, Plaintiff filed her First Amended Class Action Complaint ("FAC") against ARCH
9 RESOURCES GROUP, LLC, a limited liability company. On or about October 3, 2017,
10 Plaintiff amended the complaint to add PACIFIC PEARL HOTEL MANAGEMENT -
11 SAN DIEGO, LLC, a limited liability company; PACIFIC PEARL HOTELS, LLC, a
12 limited liability company as Doe defendants. Defendant ARCH removed the action to
13 federal court. The case was subsequently remanded to Superior Court. On June 16, 2016,
14 ARCH filed a cross-complaint against PPH, which is not a subject of the Settlement
15 Agreement. Named Plaintiff's claims are typical of other class members and are not based
16 on unique circumstances that might jeopardize the class claims. There is no antagonism
17 between the interests of Named Plaintiff and those of the class.

18 4. The FAC alleged the following ten causes of action, respectively: 1) "Failure
19 To Provide Meal Periods"; 2) "Failure To Authorize and Permit Rest Breaks"; 3) "Failure
20 to Pay Minimum Wage And Straight Time Wages"; 4) "Failure To Pay Overtime
21 Compensation"; 5) "Failure to Pay Vested Vacation time"; 6) "Failure To Timely Pay
22 Temporary Service Employee"; 7) "Failure to Timely Pay All Wages Upon Termination
23 Of Employment"; 8) "Failure to Provide Accurate Itemized Wage Statements"; 9)
24 "Unfair Business Practices"; and 10) "Representative Action Under the Private Attorneys
25 General Act of 2004 for Civil Penalties, Labor Code §§ 2698-2699.5 ['PAGA']"
26 (collectively, the "Action").

27 5. Plaintiff was employed by Defendants as a non-exempt employee at the
28 DoubleTree by Hilton Golf Resort - San Diego, located at 14455 Penasquitos Drive, San

1 Diego, CA 92129. Plaintiff worked for defendants from approximately October 12, 2012,
2 to September 30, 2013.

3 6. Pursuant to an agreement between ARCH and PPH, ARCH maintains it
4 employed Plaintiff and certain other individuals (the "DoubleTree Employees"), solely for
5 purposes of providing PPH with ministerial human resources and payroll functions for such
6 individuals, which DoubleTree Employees worked at the DoubleTree. The Court
7 appointed Plaintiff ("Class Representative") as the class representative.

8 7. Prior to settlement, the parties conducted pre-mediation discovery which
9 involved the production of a substantial amount of payroll and wage records relating to the
10 claims in this litigation. Class Counsel and ARCH's counsel expended a significant
11 amount of time and resources reviewing electronic data and business records relating to
12 worker time data, payroll summaries, ARCH's meal and rest period policies and signed
13 acknowledgments, as well as other ARCH policies and procedures relevant to the claims in
14 this Action.

15 8. On July 19, 2017, the parties participated in a full-day mediation with Jeffrey
16 Krivis at First Mediation Corporation. The parties thereafter continued mediating the case
17 with Mr. Krivis and, after considering all of the various factors at issue, the parties
18 eventually agreed to settle the entire Action and entered into a Memorandum of
19 Understanding (MOU) setting forth the material economic and non-economic terms of the
20 settlement, with the understanding that a long-form settlement agreement would be
21 executed by the parties.

22 9. This settlement contemplated (i) entry by the Court of an Order preliminarily
23 approving the settlement and certifying the proposed settlement class, as hereinafter
24 described, solely for purposes of settlement, (ii) entry by the Court of Order ruling that this
25 agreement constitutes a good faith settlement between ARCH and the putative class
26 pursuant to Code of Civil Procedure §§ 877 et seq.; and (iii) entry by the Court of an Order
27 granting final approval of the settlement as of the date of the final approval order. This
28 Court granted preliminary approval and found a good faith settlement.

1 10. The Settlement Agreement was reached following extensive negotiations
2 following a full day of mediation with Jeffrey Krivis. The settlement negotiations were at
3 arm's length and, although conducted in a professional manner, were adversarial. The
4 Parties went into the mediation willing to explore the potential for a settlement of the
5 dispute, but each side was also committed and prepared to litigate through trial and appeal
6 if a settlement had not been reached. In fact, the settlement did not occur on the first day
7 of mediation. Rather over the following weeks, the parties continued to negotiate with the
8 assistance of Mr. Krivis. Eventually, the proposed Settlement obtained by the mediator's
9 assistance at the end of a process was neither fraudulent nor collusive. To the contrary,
10 counsel for the Parties vigorously advanced their respective positions throughout the
11 settlement negotiations.

12 11. Prior to the mediation, my office conducted an investigation into the claims
13 alleged by Named Plaintiff. My office met with Named Plaintiff, obtained discovery from
14 Defendant, and conducted legal research regarding the application of the applicable Labor
15 Code Sections. My office conservatively calculated the damages of the class members for
16 meal and rest period damages to be approximately \$412,911.00, and believes this amount
17 will be the damage potential should the case proceed to trial. This estimate is based on an
18 analysis of Defendant's payroll data, its rest break and meal break and overtime policies,
19 the average class size at any given time, as well as anecdotal evidence from Named
20 Plaintiff. We carefully analyzed the information we had prior to mediation and, based on
21 this information, were able to act intelligently and effectively in negotiating the proposed
22 settlement.

23 **The Proposed Settlement Is Reasonable**

24 12. The proposed Settlement Agreement is a fair, reasonable, and adequate
25 settlement for Named Plaintiff and the members of the Settlement Class. There is no doubt
26 that litigation of Named Plaintiff's claims would be lengthy and expensive for both sides.
27 There was risk that at the end of the litigation process, Class Members might have received
28 nothing. Even if a class was certified and the class prevailed at trial, Class Members would

1 have had to wait several years to receive any relief. In contrast, through the proposed
2 Settlement, Class Members will receive timely relief and will not have to bear the risk of
3 an unfavorable judgment.

4 13. My office and Named Plaintiff remain confident of the merits of this case.
5 We considered several factors in reaching the decision to settle at this point in the
6 litigation. My office has calculated the maximum damages of the class members for meal
7 period and overtime violations to be approximately \$412,911.00, and believe this amount
8 will be the damage potential should the case proceed to trial. The figure does not include
9 the other claims (i.e., failure to maintain required records, failure to pay all wages due to
10 discharged and quitting employees, etc.) because these claims are largely derivative from
11 the meal period and overtime claims, and are difficult to quantify from the analysis of
12 timekeeping and payroll records and therefore were excluded from the damages analysis.
13 Additionally, while the meal period violations analysis contributed to the overall damage
14 analysis, the potential to not succeed on that issue regarding class certification weighed in
15 on the minds of counsel during the mediation.

16 14. Given the maximum potential damages, the \$122,500.00 Gross Settlement
17 Amount is reasonable given the substantial risks entailed by this case. The result is a fair,
18 reasonable, and adequate settlement for Named Plaintiff and the members of the Class,
19 considering the period ARCH was involved at the hotel was from May 13, 2012 to October
20 27, 2013. Although Named Plaintiff and I are confident of the merits of this case, we still
21 had to balance the strengths of this case against the risks in further litigating this action. In
22 my experience, a significant risk that the Settlement obviates is whether this action would
23 be deemed suitable for class treatment. *Brinker Restaurant Corp. v. Superior Court*
24 (2012) 53 Cal. 4th 1004 presents a large hurdle in terms of class certification in regard to
25 the meal and rest period claims. Although *Brinker* is favorable to Plaintiff in many aspects,
26 it established a "provide" standard for meal periods as opposed to an "ensure" standard,
27 creating a higher bar relating to certification of meal period claims. Based on my
28 experience, trial courts frequently have interpreted *Brinker* to find that common issues are

1 outweighed by individual inquiries related to why an employee may not have taken a
2 compliant meal period.

3 15. If the Court denied the motion for class certification, Defendant would end
4 up paying only a tiny fraction of the amount it is agreeing to pay pursuant to this
5 Settlement, with nothing going to the absent class members.

6 16. There is a further risk that, for at least part of their employment, some of the
7 class members were not improperly denied meal periods. Obtaining the cooperation of
8 current employees would also be difficult, given the likely reluctance to aid the prosecution
9 of a lawsuit against a current employer. On the other hand, Defendant would likely be able
10 to obtain the cooperation of its employees. Moreover, even if Named Plaintiff obtained
11 class certification, the following trial and possible appeal would substantially delay any
12 recovery by the class members. In contrast, through the proposed Settlement, Class
13 Members greatly benefit by receiving timely relief and avoiding the risk of an unfavorable
14 judgment.

15 17. When the risks of litigation, the uncertainties involved in achieving class
16 certification, the burdens of proof necessary to establish liability, and the probability of
17 appeal of a favorable judgment are balanced against the merits of Named Plaintiff's claims,
18 it is clear that the settlement amount is fair, adequate, and reasonable.

19 **Enhancement Award for Named Plaintiff**

20 18. Throughout this litigation, Named Plaintiff cooperated immensely with my
21 office and took many actions to protect the interests of the class. She provided valuable
22 information regarding the alleged wage and hour violations, kept herself informed of the
23 developments in this action, informed my office of developments and information relevant
24 to this action, participated in decisions concerning this action, participated in the
25 mediation, provided my office with the names and contact information of potential
26 witnesses in these actions, and attended her deposition. The information and documents
27 provided by Named Plaintiff was instrumental in establishing the wage and hour violations
28 alleged in this action, and the recovery provided for in the Settlement Agreement would

1 have been impossible to obtain without her participation. Named Plaintiff has and will
2 vigorously, adequately and fairly represent the interests of the class, bringing this case from
3 this Court, to the District Court, to the Ninth Circuit Court of Appeals and back to this
4 Court on remand. Because her claims are typical of other class members and are not based
5 on unique circumstances that might jeopardize the class claims, there is no antagonism
6 between Named Plaintiff's interests and those of the class.

7 19. At the same time, Named Plaintiff faced many risks in adding herself as a
8 class representative in this matter. Named Plaintiff faces actual risks with her future
9 employment, as putting herself on the public record in an employment lawsuit could very
10 well affect her chances for future employment. Named Plaintiff also placed herself at
11 substantial risk because if Defendant was to prevail in this action, she could be liable for
12 Defendant's attorneys' fees under California Labor Code § 218.5 and costs.

13 20. In turn, 141 class members had the opportunity to participate in the
14 settlement, reimbursing them for wage violations they may have never known about on
15 their own or been willing to pursue on their own. If these class members would have each
16 tried to pursue their legal remedies on their own, that would have resulted in each having to
17 expend a significant amount of their own monetary resources and time, which were
18 obviated by Named Plaintiff acting as a representative on behalf of these other class
19 members.

20 21. In the final analysis, this Class Action would not have been possible without
21 the aid of Named Plaintiff, who put her own time and effort into this litigation, sacrificed
22 the value of her own individual claims, and placed herself at risk for the sake of the class
23 members. An Enhancement Award of \$5,000.00 is a relatively small amount of money
24 when the time and effort put into the litigation are considered, and are fair and reasonable
25 to compensate Named Plaintiff for her active participation in this lawsuit.

26 **Attorneys Fees and Costs**

27 22. The Settlement Agreement provides for attorney's fees payable to Class
28 Counsel in an amount up to 35% of the Settlement Amount, for a maximum fees award of

1 \$42,875.00, plus actual costs and expenses not to exceed \$21,500.00. The proposed award
2 of attorneys fees in this case can be justified under either method - lodestar or percentage
3 recovery. This 35% fee is less than Rastegar Law Group's contingency fee percentage
4 charged in other employment cases.

5 23. I received a B. A. in Economics in 1986 from UCLA. I received my J.D.
6 from Southwestern University School of Law in 1991. I became an Active Member of the
7 State Bar of California in December 1991, and have been an Active Member in good
8 standing continuously since then. I am a lifetime sustaining member of the Consumer
9 Attorneys Association of Los Angeles (CAALA), a current member of the National
10 Employment Lawyers Association (NELA), and a current member of the California
11 Employment Lawyers Association (CELA). I have also been named as one of the Super
12 Lawyers of Southern California.

13 24. I founded Rastegar Law Group, A Professional Corporation ("Rastegar Law
14 Group") in 2011. Prior to starting Rastegar Law Group, I was a founding partner of
15 Rastegar & Matern, Attorneys at Law, A Professional Corporation ("Rastegar & Matern")
16 which was founded in 1999. In 1992, I founded the general partnership which was the
17 predecessor of Rastegar & Matern, Attorneys at Law, A Professional Corporation, where I
18 acted as the managing partner of the firm since its inception.

19 25. During the approximately twenty-six years since I began practicing law, I
20 have built my practice to have a heavy emphasis on employment and related litigation. I
21 have been heavily, successfully, and continuously involved in active litigation and trial
22 work, including without limitation, wage and hour class action litigation, employees' rights,
23 civil rights, discrimination, and sexual harassment claims, and other forms of employment
24 litigation.

25 26. Including myself, Rastegar Law Group includes ten attorneys, all of whom
26 are actively and continuously practicing in employment litigation, representing almost
27 entirely employee plaintiffs, in both individual and class actions, in this Superior Court,
28 and other Superior Courts throughout the State, in the Court of Appeal, and in various

1 Federal courts. The attorneys at Rastegar Law Group have litigated hundreds of cases
2 against the largest firms in the country, including but not limited to Gibson Dunn &
3 Crutcher, O'Melveny & Myers, Morrison & Foerster, Littler Mendelson, Jackson Lewis
4 LLP, Kecker & Van Nest, DLA Piper and Skadden Arps. Because of the unique history and
5 nature of our practice, all of the attorneys at my firm have a high level of knowledge and
6 experience in areas of wage and hour class actions, and labor and employment law.
7 Currently, more than one third of Rastegar Law Group's active caseload includes wage and
8 hour class action cases. Besides myself, my firm includes attorneys with the following
9 qualifications:

10 a. Douglas W. Perlman, University of California, Davis School of Law, over 22
11 years of litigation experience;

12 b. Thomas S. Campbell, Southwestern University School of Law, over 19 years
13 of litigation experience;

14 c. S. Emi Ikeda Minne, UCLA School of Law, over 9 years of litigation
15 experience;

16 d. Sharon W. Lin, UCLA School of Law, over 8 years of litigation experience;

17 e. Joshua N. Lange, UCLA School of Law, over 7 years of litigation
18 experience;

19 f. Kieran Hartley, University of Virginia School of Law, over 3 litigation
20 experience

21 g. Rose Sorial, Trinity Law School, over 5 years litigation experience;

22 h. Amir Seyedfarshi, UCLA School of Law, LLM, Forham Law School, over 2
23 years litigation experience;

24 i. Nida Siddiqui, UC Davis School of Law, over 1 year litigation experience.

25 27. My office is qualified to handle this litigation because we are experienced in
26 litigating Labor Code violations in both individual and class actions. I and the other
27 attorneys at my office have served as lead counsel in numerous wage and hour class
28

1 actions, and have successfully negotiated several settlements, including multiple
2 seven-figure cases, amounting to over \$100 million in settlements.

3 28. In 2017, the judges of the Los Angeles Superior Court, Central Civil West
4 Courthouse selected me as a member of the Los Angeles County Bar Association's
5 Complex Litigation, Wage & Hour Class Action Sub-Committee. The committee is
6 comprised of approximately 11 plaintiff and defense attorneys that practice wage and hour
7 class action litigation in Southern California from the following law firms: Rastegar Law
8 Group; Kingsley & Kingsley; Sheppard, Mullin, Richter & Hampton; Morrison &
9 Foerster; Proskauer Rose; Haines Law Group; Humphrey & Rist; Tharpe & Howell;
10 Littler Mendelson; Desai Law Firm; and Hadsell, Stormer & Renick.

11 29. My predecessor firm, Rastegar & Matern, had a number of published
12 appellate victories including several published opinions - *Franco v. Athens Disposal*
13 *Company, Inc.* (March 10, 2009) 171 Cal. App. 4th 1277; *Gutierrez v. California*
14 *Commerce Club* (August 2, 2010) 187 Cal. App. 4th 969; *Pantoja v. Anton* (August 9,
15 2011) 198 Cal. App. 4th 87; *Fuentes v. Autozone, Inc.* (November 16, 2011) 200 Cal. App.
16 4th 1221; *Ventura v. ABM Industries, Inc.* (2012) 212 Cal. App. 4th 258; *Franco v.*
17 *Arakelian Enterprises, Inc.* (2012) 211 Cal. App. 4th 314 - and other non-published
18 appellate victories. Moreover, Rastegar & Matern was successful in procuring class
19 certification of several wage and hour class action lawsuits, including *Domonique Hines v.*
20 *KFC U.S. Properties, Inc.*, Case No. 09cv2422JM (POR) (Southern District of California).

21 30. Class Counsel's efforts in this case included, without limitation, the
22 following: extensive motion and appellate practice; interviews with Named Plaintiff;
23 review of documents produced by Named Plaintiff; legal research and investigation
24 regarding the Defendant's practices at numerous points in the litigation; preparation of
25 multiple drafts of the complaint; appearances at numerous status conferences; discovery,
26 including correspondence with Defendant's counsel to obtain relevant documents and
27 information; in-depth analysis and review of Named Plaintiff's timekeeping and payroll
28 records; review of Defendant's relevant wage and hour policies; research and preparation

1 of Named Plaintiff's mediation brief; attendance at mediation; drafting the Settlement
2 Agreement and attachments; and preparation of the motion for preliminary approval.
3 Class Counsel's lodestar for the completed and anticipated work on this case is well above
4 the total amount of attorney fees agreed to by the Parties.

5 31. My current billing rate is \$800.00 per hour. I spent over 43.9 hours working
6 on this case. As such, my lodestar amount is \$35,120.00. The current billing rate for
7 Thomas S. Campbell is \$600.00 per hour. Mr. Campbell performed the lion's share of
8 work on the case after Mr. Marquez left Rastegar Law Group. I reviewed Mr. Campbell's
9 billing records and he alone worked 252.34 hours on this case, making his lodestar
10 \$151,404.00. Justin Marquez worked during the early stages of this case, including the
11 District Court and Ninth Circuit Court of Appeals work. His billing rate is 525.00. I
12 reviewed Mr. Marquez' billing records as to the appellate work and he worked 260.50
13 hours on this case, making his lodestar \$136,762.50. My office requests the foregoing
14 billable rates be applied in this case, as the rates are more than reasonable in the Southern
15 California legal market for attorneys who handle complex class actions involving hundreds
16 of class members. The current prevailing billing or "market" rates in Los Angeles and
17 Orange County areas range from \$275 to \$850 per hour. (*See Bihun v. AT&T Information*
18 *Systems, Inc.* (1993) 13 Cal.App.4th 976, 1004-1005.) During the period from January 1,
19 1997 to the present, the prevailing market rate for this area of law ranges from
20 approximately \$275 per hour at the low end of the scale to approximately \$850 per hour at
21 the high end of the scale. *See*, Laffee Matrix attached hereto. The current prevailing
22 billing or "market" rates in Los Angeles and Orange County areas range from \$328 to \$729
23 per hour. *See*, Exhibit 3; *see also Bihun v. AT&T Information Systems, Inc.* (1993) 13
24 Cal. App. 4th 976, 1004-1005.

25 32. To date, the lodestar for my office is over \$323,286.50. The lodestar is based
26 on the following billable hours worked by each attorney involved in this matter and those
27 attorneys' billable hourly rates:

28 ///

Attorney	Position	Hours	Hourly Rate	Total Fees
Farzad Rastegar	Partner	43.90	\$800.00	\$35,120.00
Thomas S. Campbell	Associate	252.34	\$600.00	\$151,404.00
Justin Marguez	Associate	260.50	\$525.00	\$136,762.50
			TOTAL	\$323,286.50

33. The total number of hours spent on this matter by all counsel is reasonable and necessary.

34. The time sheet attached hereto as Exhibit 3 is true and correct and accurately reflect the time I necessarily spent working on this case. I have reviewed the time sheet for Thomas S. Campbell, marked as Exhibit 4 and it accurately reflects the time he spent working on this case. I reviewed the time entries of Justin Marquez and it accurately reflects the time he spent working the case while it was in the District Court and Ninth Circuit Court of Appeals. The work done by all counsel was necessary and the hours worked were reasonable.

35. My office requests the foregoing billable rates be applied in this case, as the rates are more than reasonable in the Southern California legal market for attorneys who handle complex class actions involving hundreds of class members. The current prevailing billing or "market" rates in Los Angeles and Orange County areas range from \$275 to \$850 per hour. (*See Bihun v. AT&T Information Systems, Inc.* (1993) 13 Cal.App.4th 976, 1004-1005.) During the period from January 1, 1997 to the present, the prevailing market rate for this area of law ranges from approximately \$359 per hour at the low end of the scale to approximately \$864 per hour at the high end of the scale. *See*, Laffee Matrix attached hereto as Exhibit 2.

36. The risk to my office has been very significant, particularly if we would not be successful in pursuing this class action. In that case, we would have been left with no compensation for all the time taken in litigating this case. Indeed, we have taken on a number of class action cases that have resulted in thousands of attorney hours being expended and ultimately having certification denied or the defendant company going

1 bankrupt. The contingent risk in these types of cases is very real and they do occur
2 regularly. Furthermore, we were precluded from focusing on, or taking on, other cases
3 which could have resulted in a larger, and less risky, monetary gain.

4 37. Because most individuals cannot afford to pay for representation in litigation
5 on an hourly basis, Rastegar Law Group APC represents virtually all of its employment law
6 clients on a contingency fee basis. Pursuant to this arrangement, we are not compensated
7 for our time unless we prevail at trial or successfully settle our clients' cases. Because
8 Rastegar Law Group took on the risk that we would not be reimbursed for our time unless
9 our client settles or wins his or her case, we cannot afford to represent an individual
10 employee on a contingency basis if, at the end of our representation, all we are to receive is
11 our regular hourly rate for services. It is essential that we recover more than our regular
12 hourly rate when we win if we are to remain in practice so as to be able to continue
13 representing other individuals in civil rights employment disputes.

14 38. The efforts of my office provided substantial benefits to the settlement class,
15 in the form of a substantial settlement fund, established to compensate settlement class
16 members for missed meal and rest periods. Through the efforts of my office and the named
17 Plaintiffs in this case, a fair and reasonable resolution has been reached that includes a
18 settlement payment by Defendant of \$122,500.00, as well as the automatic payment to all
19 class members of Defendant who do not opt-out of the Settlement. Without our efforts, the
20 Labor Code and Wage Order violations alleged in the Complaint would have gone
21 completely unremedied. The \$42,850.00 attorney's fees award to Rastegar Law Group
22 provided for in the settlement is reasonable given the result achieved and the time it took to
23 get there.

24 39. As of the drafting of this motion, my office has incurred \$22,868.83 in
25 expenses litigating this action. These expenses were reasonably necessary to the litigation
26 and were actually incurred by my office. They should be reimbursed in full, up to the
27 maximum amount allowed in the Settlement Agreement.

28 ///

1 40. The Class Action Settlement Agreement marked as Exhibit 1 and attached
2 hereto is a true and correct copy.

3 41. The Laffey Matrix marked as Exhibit 2 and attached hereto is a true and
4 correct copy of the current Matrix downloaded from <http://www.laffeymatrix.com/see.html>

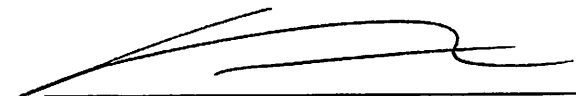
5 42. The time sheet marked as Exhibit 3 and attached hereto is a true and correct
6 copy of my time sheet that represents the time I spent working on this case. All the hours
7 reflected were necessary and proper.

8 43. The time sheet marked as Exhibit 4 and attached hereto is a true and correct
9 copy of Thomas S. Campbell's time sheet that represents the time he spent working on this
10 case. All the hours reflected were necessary and proper.

11 44. The cost sheet marked as Exhibit 5 and attached hereto is a true and correct
12 copy of the cost sheet for this case. The costs were absolutely necessary to litigate this case
13 properly.

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

16 Executed on November 6, 2018, at Torrance, California.

17
18 
19 Farzad Rastegar

1 **RASTEGAR LAW GROUP, APC**
2 **FARZAD RASTEGAR (CA Bar No. 155555)**
3 **farzad@rastegarlawgroup.com**
4 **THOMAS S. CAMPBELL (CA Bar No. 199014)**
5 **tom@rastegarlawgroup.com**
6 **22760 Hawthorne Boulevard, Suite 200**
7 **Torrance, California 90505**
8 **Tel: (310) 961-9600**
9 **Fax: (310) 961-9094**

10 **Attorneys for Plaintiff, Porfiria Yocupicio**

11 **BOUTIN JONES INC.**
12 **Bruce M. Timm (State Bar No.199679)**
13 **btimm@boutinjones.com**
14 **Michael E. Chase (State Bar No. 214506)**
15 **mchase@boutinjones.com**
16 **Kimberly A. Lucia (State Bar No. 266503)**
17 **klucia@boutinjones.com**
18 **555 Capitol Mall, Suite 1500**
19 **Sacramento, CA 95814-4603**
20 **Tel: (916) 321-4444**
21 **Fax: (916) 441-7597**

22 **Attorneys for Defendants ARCH RESOURCES GROUP**

23
24
25 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
26 **FOR THE COUNTY OF LOS ANGELES**

27	PORFIRIA YOCUPICIO, individually, and on	)	CASE NO. BC548550
28	behalf of all other similarly situated,	)	
	Plaintiff,	)	Assigned to the Hon. Elihu M. Berle
		)	Dept. 6
	vs.	)	
		)	AMENDED CLASS ACTION
		)	SETTLEMENT AGREEMENT
	ARCH RESOURCES GROUP LLC, ET AL.,	)	
	a limited liability company; and DOES 1	)	Complaint Filed: June13, 2014
	through 10, inclusive,	)	
	Defendants	)	First Amended
		)	Complaint Filed: August 21, 2014
		)	
		)	Trial Date: None

1 This Amended Class Action Settlement Agreement ("Settlement Agreement") is made by
2 and between Plaintiff Porfiria Yocupicio ("Plaintiff"), on behalf of herself and other similarly
3 situated employees of Defendant Arch Resources Group LLC (hereinafter referred to as
4 "ARCH"), a Delaware limited liability company, and ARCH (hereinafter, collectively referred to
5 as "parties" or individually as "party"), in regard to the civil action filed against Arch Resources
6 Group LLC, *et al* on June 13, 2014, in the Superior Court of California for the County of Los
7 Angeles, captioned *PORFIRIA YOCUPICIO, individually, and on behalf of all others similarly*
8 *situated, Plaintiff, vs. ARCH GROUP, LLC, a limited liability company* Case No. BC548550. On
9 August 24, 2014, Plaintiff filed a First Amended Complaint naming PAE Group, LLC as a
10 defendant. PAE Group, LLC was subsequently dismissed because it had renamed itself ARCH.
11 Plaintiff subsequently amended her complaint to add Pacific Pearl Hotel Management - San
12 Diego and Pacific Pearl Hotels, LLC, who are not parties to this agreement (collectively, "PPH").
13
14

15 **I. BACKGROUND AND RECITALS**

16 1. On June 13, 2014, Plaintiff filed a class action complaint in the Superior Court of
17 California for the County of Los Angeles, Case No. BC548550. On August 21, 2014, Plaintiff
18 filed her First Amended Class Action Complaint ("FAC") against ARCH RESOURCES GROUP,
19 LLC, a limited liability company. On or about October 3, 2017, Plaintiff amended the complaint
20 to add PACIFIC PEARL HOTEL MANAGEMENT - SAN DIEGO, LLC, a limited liability
21 company; PACIFIC PEARL HOTELS, LLC, a limited liability company as Doe defendants.

22 2. On June 16, 2016, ARCH filed a cross-complaint against PPH, which is not a
23 subject of this Agreement.

24 3. The FAC alleged the following seven causes of action, respectively: (1) "Failure
25 To Provide Meal Periods"; (2) "Failure To Authorize and Permit Rest Breaks"; (3) "Failure to
26 Pay Minimum Wage And Straight Time Wages"; (4) "Failure To Pay Overtime Compensation";
27 (5) "Failure to Pay Vested Vacation time"; (6) "Failure To Timely Pay Temporary Service
28

1 Employee"; (7) "Failure to Timely Pay All Wages Upon Termination Of Employment"; (8)
2 "Failure to Provide Accurate Itemized Wage Statements"; (9) "Unfair Business Practices"; and
3 (10) "Representative Action Under the Private Attorneys General Act of 2004 for Civil Penalties,
4 Labor Code §§ 2698-2699.5 ['PAGA']" (collectively, the "Action").

5 4. Plaintiff is a former housekeeper at the DoubleTree by Hilton Golf Resort in San
6 Diego ("DoubleTree") who worked during a portion of the relevant class period. Pursuant to an
7 agreement between ARCH and PPH, ARCH employed Plaintiff and certain other individuals (the
8 "DoubleTree Employees"), solely for purposes of providing PPH with ministerial human
9 resources and payroll functions for such individuals, which DoubleTree Employees worked at the
10 DoubleTree. The parties agree that Plaintiff may be appointed by the Court as the class
11 representative ("Class Representative").

12 5. Plaintiff's counsels are Messrs. Farzad Rastegar and Thomas S. Campbell of the
13 Rastegar Law Group, APC, whom the parties agree may be appointed by the Court as class
14 counsel ("Class Counsel").

15 6. Prior to settlement, the parties conducted pre-mediation discovery which involved
16 the production of a substantial amount of payroll and wage records relating to the claims in this
17 litigation. Class Counsel and ARCH's counsel expended a significant amount of time and
18 resources reviewing electronic data and business records relating to worker time data, payroll
19 summaries, ARCH's meal and rest period policies and signed acknowledgments, as well as other
20 ARCH policies and procedures relevant to the claims in this Action.

21 7. On July 19, 2017, the parties participated in a full-day mediation with Jeffrey
22 Krivis at First Mediation Corporation. The parties thereafter continued mediating the case with
23 Mr. Krivis and, after considering all of the various factors at issue, the parties eventually agreed to
24 settle the entire Action and entered into a Memorandum of Understanding (MOU) setting forth
25 the material economic and non-economic terms of the settlement, with the understanding that a
26 long-form settlement agreement would be executed by the parties. This document is the long-
27 form settlement agreement contemplated by the MOU, and it supersedes the MOU upon the
28 approval of the Court of the settlement.

1 8. Plaintiff and Class Counsel concluded, after taking into account the sharply
2 disputed factual and legal issues involved in this Action, the risks attendant to further prosecution
3 and the substantial benefits to be received pursuant to the compromise and settlement of the
4 Action as set forth in this Agreement, that settlement on the terms set forth herein is in the best
5 interests of Plaintiff and the putative Class and is fair and reasonable.

6 9. Similarly, ARCH concluded, after taking into account the sharply disputed factual
7 and legal issues involved in the Action, the expense and burden of protracted litigation and its
8 desire to put the controversy to rest, that settlement on the terms set forth in this Agreement is in
9 ARCH's best interest and is fair and reasonable.

10 10. Each of the parties understands and acknowledges that each party is waiving legal
11 rights or claims by signing the Agreement, and that each party voluntarily enters into the
12 Agreement with a complete understanding of its terms and with the intent to be bound thereby.

13 11. This settlement contemplates (i) entry by the Court of an Order preliminarily
14 approving the settlement and certifying the proposed settlement class, as hereinafter described,
15 solely for purposes of settlement, (ii) entry by the Court of Order ruling that this agreement
16 constitutes a good faith settlement between ARCH and the putative class pursuant to Code of
17 Civil Procedure §§ 877 *et seq.*; and (iii) entry by the Court of an Order granting final approval of
18 the settlement as of the date of the final approval order.

19 **NOW, THEREFORE,** in consideration of the mutual covenants and promises contained
20 herein, and for other good and valuable consideration, receipt of which is hereby acknowledged,
21 the parties agree as follows:

22 **II. CONSIDERATION FOR THE SETTLEMENT AND RELEASE OF CLAIMS**

23 12. Subject to and conditioned upon Court approval pursuant to Section 382 of the
24 California Code of Civil Procedure and Rule 3.769, *et seq.* of the California Rules of Court, and
25 an Order of this Court determining this agreement constitutes a good faith settlement as set forth
26 in paragraph 25 below, Plaintiff and ARCH have mutually agreed to settle the Action upon the
27 terms and conditions, release of claims with prejudice, and other consideration set forth in this
28 Agreement. A summary of the terms of the Settlement is as follows:

1 A. The parties stipulate to certification of a provisional settlement class ("Settlement
2 Class"), for purposes of this settlement only. The putative class members also be referred to
3 herein collectively as "Members of the Settlement Class" or individually as "Member of the
4 Settlement Class." The Settlement Class shall consist of:

5 All employees who worked in any hourly paid job position in California and were
6 employed by ARCH to work at the DoubleTree by Hilton Golf Resort - San Diego,
7 located at 14455 Penasquitos Drive, San Diego, CA 92129, any time during the Class
8 Period from June 13, 2010, until the date of preliminary approval of the Settlement by the
9 Court.

10 B. Gross Settlement Value: On behalf of ARCH and the ARCH Released Parties,
11 ARCH will pay a maximum of One Hundred Twenty Two Thousand Five Hundred Dollars
12 (\$122,500.00), which is referred to herein as the Gross Settlement Value ("GSV"), inclusive of,
13 and in full and final settlement of, Plaintiff's individual and representative claims as well as all
14 Settlement Class claims, PAGA claims, attorneys' fees, costs (including expert witness fees and
15 related costs), and expenses and interest. The parties agree that the following sums may be
16 deducted from the GSV, to attain a Net Settlement Amount ("NSA"):

17 i. Enhancement Payment: Class Representative Plaintiff shall be paid the
18 total sum of Five Thousand Dollars (\$5,000.00), without deductions, as an
19 Enhancement Payment for serving diligently and responsibly as the Class
20 Representative in recognition of the additional time and resources
21 expended by Plaintiff. This sum shall be deducted from the GSV.

22 ii. LWDA Payment. The Parties recognize and agree that, as a result of the
23 claim for penalties pursuant to PAGA, \$3,750.00 represents seventy-five
24 percent (75% of \$5,000.00 of the PAGA penalties) which must be paid to
25 the LWDA, as mandated by Labor Code Section 2699(i). The \$1,250
26 portion of the PAGA penalties will be included in the Net Settlement
27 Amount for distribution to eligible Class Members.

28 iii. Attorneys' Fees: Subject to Court approval, ARCH has agreed not to

1 object to a request by Class Counsel to be designated as Class Counsel and
2 to be paid any accounts for a reasonable lodestar which the Court may
3 grant, but in no event shall the total payment of attorneys' fees exceed the
4 sum of 35% of the GSV, *i.e.*, Forty-Two Thousand Eight Hundred Seventy
5 Five Dollars (\$42,875.00), which sum shall be deducted from the GSV.

6 iv. Attorneys' Costs: Subject to Court approval, ARCH has agreed not to
7 object to a request by Class Counsel to be paid any accounts for reasonable
8 costs, but in no event shall the total payment of attorneys' costs exceed the
9 sum of Twenty-One Thousand Five Hundred Dollars (\$21,500.00), which
10 sum shall be deducted from the GSV.

11 v. Class Administrative Costs: The class administrative costs (the
12 "Administrative Costs"), including without limitation the fees paid to a
13 settlement administrator, shall be deducted from the GSV.

14 C. Net Settlement Amount: The NSA is estimated to be Forty-Three Thousand One
15 Hundred and Twenty-Five Dollars (\$43,125.00), *i.e.*, GSV minus PAGA Penalties, Enhancement
16 Payment, Attorneys' Fees, Attorneys' Costs, and Administrative Costs. The parties agree that the
17 NSA shall be allocated and paid to Members of Settlement Class, as follows:

18 13. Other than payment of the GSV, under the terms and conditions set forth herein,
19 Plaintiff and the putative members of the settlement identified herein acknowledge and agree that
20 no other payment(s), including without limitation for wages, piece rates, overtime, bonus,
21 vacation pay, premium pay for alleged missed meal or rest breaks, travel, expenses, failure to
22 provide meal or rest periods, failure to provide accurate itemized wage statements and to maintain
23 records, failure to timely pay wages upon termination, restitution, PAGA penalties, and civil or
24 statutory penalties, interest, attorneys' fees, or benefits, are or shall be due and owing from ARCH
25 or any of the ARCH Released Parties, individually or as members of an identified settlement
26 class, or to Class Counsel, for the relevant period of time covered by the FAC, or for any other
27 period.

1 14. Pursuant to the IRS Circular 230 Disclaimer, the parties acknowledge and agree
2 that (1) no provision of this Agreement, and no written communication or disclosure between or
3 among the parties or their attorneys and other advisers, is or was intended to be, nor shall any
4 such communication or disclosure constitute or be construed or be relied upon as, tax advice
5 within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as
6 amended); (2) the acknowledging part(ies) (a) has relied exclusively upon his, her or its own,
7 independent legal and tax advisers for advice (including tax advice) in connection with this
8 Agreement, (b) has not entered into this Agreement based upon the recommendation of any other
9 party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
10 communication or disclosure by any attorney or advisor to any other party to avoid any tax
11 penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any
12 other party has imposed any limitation that protects the confidentiality of any such attorney's or
13 adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
14 by the acknowledging party of the tax treatment or tax structure of any transaction, including any
15 transaction contemplated by this Agreement.

16 **III. RELEASE OF CLAIMS**

17 15. The term "ARCH Released Parties" means and shall include the following: ARCH
18 (as defined herein), ARCH RESOURCES GROUP, LLC, a limited liability company, each of its
19 current or former owners, officers, directors, shareholders, investors, partners, members,
20 employees, servants, managing agents, partnerships, trustees, predecessors, successors, assigns,
21 parent corporations, and/or subsidiaries (whether or not wholly owned); any other entity or
22 company operated, controlled by, or under common control with any one of the foregoing; each
23 of their respective trustees, directors, officers, attorneys, insurers or reinsurers, accountants,
24 lenders, investors, agents, servants, representatives, employees and former employees (in their
25 respective capacities as such, in their individual and personal capacities, and in any and all other
26 capacities).

27 16. The term "Class Released Claims" means any and all liabilities, demands, claims,
28 causes of action, complaints and obligations arising during June 13, 2010 through the Settlement

Effective Date (as defined herein) that were alleged or which could have been alleged in the FAC, and each and every material allegation alleged therein, including without limitation the following: 1) "Failure To Provide Meal Periods"; (2) "Failure To Authorize and Permit Rest Breaks"; (3) "Failure To Pay Minimum Wage And Straight Time Wages"; (4) "Failure To Pay Overtime Compensation"; (5) "Failure To Pay Vested Vacation Time"; (6) "Failure To Timely Pay Temporary Service Employee"; (7) "Failure To Timely Pay All Wages Upon Termination Of Employment"; (8) "Failure To Provide Accurate Itemized Wage Statements"; (9) "Unfair Business Practices"; and (10) "Representative Action Under the Private Attorneys General Act of 2004 for Civil Penalties, Labor Code §§ 2698-2699.5 ['PAGA']" (collectively, the "Action").

17. The term "Plaintiff Released Claims" means any and all Class Released Claims and claims under the California Fair Employment and Housing Act ("FEHA"), California Family Rights Act ("CFRA") (Cal. Gov't Code section 12940 *et seq.*), Title VII of the 1964 Civil Rights Act, as amended ("Title VII") (42 U.S.C. section 2000e *et seq.*), the Consolidated Omnibus Benefits Reconciliation Act of 1985 ("COBRA"), the Americans with Disabilities Act ("ADA") (42 U.S.C. section 12101 *et seq.*), as amended, the Vocational Rehabilitation Act of 1973 (29 U.S.C. section 701, *et seq.*), the California Labor Code; claims for disputed wages and penalties under federal or state law; claims for compensation, severance, employee benefits and vacation pay (*excluding* workers' compensation or unemployment insurance claims); attorneys' fees, costs, expenses and expert witness fees and expenses; tort damages or personal injury damages; breach of implied or express contract; failure to accommodate; failure to engage in an interactive process; wrongful termination in violation of public policy; breach of fiduciary duty; declaratory relief; injunctive relief; public policy breach; intentional or negligent infliction of emotional distress; breach of employment contract (whether express, implied in law or fact, oral or written); breach of implied covenant of good faith and fair dealing; interference with contract; intentional or negligent interference with prospective economic advantage; intentional or negligent misrepresentation, promissory fraud, or fraud; conversion; defamation; libel or slander; discrimination, retaliation, harassment or hostile work environment on the basis of any statutorily protected class including but not limited to disability, engagement in protected activity; failure to

1 prevent discrimination, retaliation, harassment or hostile work environment; negligent hiring;
2 constructive discharge; disparagement of any kind or nature; invasion of privacy; civil assault;
3 malicious prosecution; abuse of process; declaratory or injunctive relief, whether known or
4 unknown, suspected or unsuspected, fixed or contingent, apparent or concealed, at law or in
5 equity, which Plaintiff ever had or held, now has or holds, or hereafter can, shall, or may have or
6 hold at any time in the future, in any capacity, individually or as a member of a class, collective or
7 representative action, or an action for the public good or as a private attorneys general, with
8 respect to Plaintiff's employment with ARCH, the terms and conditions and working environment
9 of her employment, and the termination thereof, the compensation paid to Plaintiff, the subject
10 matter of the Agreement, or any other matters with, by, between or among ARCH, or any of the
11 ARCH Released Parties, and Plaintiff from the beginning of the World through the Settlement
12 Effective Date.

13 18. In consideration of the terms and provisions of the Agreement, the Members of the
14 Settlement Class shall and do hereby and forever fully, finally and forever generally remise,
15 release, waive and discharge, with prejudice, ARCH and the ARCH Released Parties, and each of
16 them, from any and all known or unknown, suspected or unsuspected, whether or not concealed
17 or hidden, claims, rights, actions and causes of action, at law or in equity, *relating to the Class*
18 *Released Claims only*, which the Members of the Settlement Class ever had or held, now have or
19 hold, or hereafter can, shall, or may have or hold against ARCH and the ARCH Released Parties
20 or any one of them, based on any occurrences, transactions, events, acts, or omissions of any kind
21 whatsoever from the beginning of the World through the Settlement Effective Date. Any eligible
22 Class Member who does not elect to exclude himself or herself from the Settlement Class will be
23 deemed to have entered into this release of claims and to have released the claims.

24 19. In consideration of the terms and provisions of the Agreement, and without
25 limiting the foregoing release in Paragraph 16, Plaintiff shall and does hereby and forever fully,
26 finally and forever generally remise, release, waive and discharge, with prejudice, ARCH and the
27 ARCH Released Parties, and each of them, from any and all known or unknown, suspected or
28 unsuspected, whether or not concealed or hidden, claims, rights, actions and causes of action, at

1 law or in equity, including but not limited to the Plaintiff Released Claims, which Plaintiff ever
2 had or held, now has or holds, or hereafter can, shall, or may have or hold against ARCH and the
3 ARCH Released Parties or any one of them, based on any occurrences, transactions, events, acts,
4 or omissions of any kind whatsoever from the beginning of the World through the Settlement
5 Effective Date.

6 20. ARCH shall not reinstate, re-hire, or hire Plaintiff. Plaintiff shall not apply for
7 employment with ARCH. Plaintiff understands and agrees that, should she apply for
8 employment, ARCH shall have the right to terminate the processing of his application, and
9 Plaintiff shall have no rights, claims or causes of action against ARCH as a result.

10 **IV. WAIVER OF SECTION 1542 RIGHTS**

11 21. Plaintiff acknowledges and agrees she has been informed of and understands the
12 provision of California Civil Code section 1542 which provides as follows:

13 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
14 **WHICH THE CREDITOR DOES NOT KNOW OR**
15 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE**
16 **TIME OF EXECUTING THE RELEASE, WHICH IF**
17 **KNOWN BY HER OR HER MUST HAVE MATERIALLY**
AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR.

18 22. Plaintiff expressly waives and relinquishes any and all rights and benefits under
19 Section 1542 of the Civil Code of the State of California and under any statute, rule, or principle
20 of common law or equity, of any jurisdiction, that is similar to Section 1542.

21 23. This waiver of Section 1542 does not extend to Class Members other than
22 Plaintiff.

23 24. Plaintiff further acknowledges and agrees that if the facts or law with respect to
24 which the foregoing releases are given hereafter turn out to be other than or different from the
25 facts or law in that connection not known to be or believed by each of them to be true, Plaintiff
26 expressly assumes the risk of the facts or law turning out to be so different, and agrees that the
27 foregoing releases shall be in all respects effective and not subject to termination or rescission
28 based upon any such differences in facts or law.

1 **V. ADDITIONAL TERMS**

2 25. Good Faith Settlement. The parties agree that this Agreement is expressly
3 conditioned upon the Court granting a good faith settlement motion by ARCH pursuant to Code
4 of Civil Procedure sections 877 *et seq.* The parties further acknowledge that, if the Court denies
5 ARCH's motion, ARCH may waive this condition in its sole discretion.

6 26. Stay of Discovery. The parties agree to stay all discovery between them and the
7 further deposition of Plaintiff pending approval of the Court of this settlement. The parties agree
8 not to serve any discovery requests, subpoenas, or deposition notices to each other following
9 Court approval pursuant to Code of Civil Procedure section 382 and Rule of Court 3.768, *et seq.*

10 27. No Admission of Liability. This Agreement represents a settlement of disputed
11 rights and claims and, by entering into the Agreement, ARCH does not admit or acknowledge the
12 existence of any liability or wrongdoing to Plaintiff or any of the Members of the Settlement
13 Class, all such liability or wrongdoing being specifically and expressly denied.

14 28. Calculation of Class Members Payment/Claims Process. The amount that each
15 individual participating Class Member will be eligible to receive under the settlement will be
16 calculated by dividing each participating Class Member's individual work weeks by the total
17 workweeks of all Class Members and multiplying the resulting fraction by the Net Settlement
18 Fund. Each participating Class Members' individual settlement award will be designated as
19 follows: 1/3 as wages, 2/3 for interest, penalties, and any other damages. The amounts paid as
20 wages shall be subject to all tax withholdings customarily made from the employee's wages and
21 all other authorized and required withholdings shall be reported by W-2 forms. The amounts paid
22 as penalties and interest shall be subject to all authorized and required withholdings other than the
23 tax withholdings customarily made from employees' wages and shall be reported by IRS 1099
24 form. ARCH shall be responsible for paying the employer's portion of any employment taxes
25 attributable to the amounts paid as wages.

26 29. No-Claims Made. The parties agree to a "no-claims made" redemption process
27 whereby each Class Member will receive their settlement share if he or she does not opt-out of the
28 Settlement. Members of the Settlement Class have one hundred eighty (180) days from the date

1 of the issuance to cash their checks.

2 30. Class Administrator: The parties have agreed to appoint Phoenix Settlement
3 Administrators ("Phoenix") as the class administrator for the purpose of administering the
4 settlement contemplated by this Agreement (the "Class Administrator"). The Class
5 Administrator's duties include, but are not limited to, printing, distributing, and tracking notices
6 and forms for this settlement, calculating Individual Settlement Amounts, tax reporting,
7 distributing payments, and providing necessary reports and declarations, and other duties set forth
8 herein to process this Agreement, as requested by the parties. If for any reason Phoenix does not
9 become the Class Administrator, then all references to the Class Administrator and to Class
10 Action Administration in this Agreement shall be deemed to refer to the Class Administrator
11 actually appointed.

12 31. ARCH To Provide Contact Information for Members of the Settlement Class:
13 Within twenty-one (21) calendar days after the Court's preliminary approval of the Settlement,
14 ARCH shall provide on a confidential basis the Class Administrator with the Class List Data
15 consisting of the following: i) a spreadsheet containing the names, most recent known mailing
16 addresses, telephone numbers, and Social Security numbers of the Members of the Settlement
17 Class, to the extent that ARCH has such information in its records.

18 32. Confidentiality of Class List Data: The Class Administrator shall keep
19 confidential all Class List Data provided by ARCH, as well as any other information exchanged
20 between the parties as part of the settlement.

21 33. Class Notice of Settlement: Within twenty-one (21) calendar days after receipt of
22 the Class List Data, the Class Administrator shall mail the class notice in English and in Spanish
23 (the "Class Notice"), attached as Exhibit A and incorporated herein by this reference as though set
24 forth herein, to the Members of the Settlement Class via first-class U.S. Mail. The Class Notice
25 will be in a form substantially identical to Exhibit "A" attached hereto, with any modifications as
26 the Court may order. The purpose of the Class Notice is to, *inter alia*, inform Members of the
27 Settlement Class of the nature of the Action, provide a summary of the proposed settlement,
28 define the Settlement Class, describe how to submit Requests for Exclusion, and describe how to

1 submit Objections.

2 34. Verification of Contact Information: Before the mailing of the Class Notice, the
3 Class Administrator will perform a search based on the National Change of Address Database, or
4 any other similar services available, to correct for any identifiable address changes. After
5 mailing, if a new address is obtained, then the Class Administrator shall promptly forward the
6 original Class Notice to the updated address via first-class U.S. Mail, indicating on the original
7 Class Notice the date of such remailing. ARCH agrees to cooperate with the Class Administrator
8 to locate a more recent address for Members of the Settlement Class where necessary.

9 35. Deadline for Response by Members of the Settlement Class: Members of the
10 Settlement Class will have sixty (60) calendar days from the mailing of the Class Notice (the
11 "Opt-Out Period") to submit Requests for Exclusion or objections to the proposed settlement. As
12 to Members of the Settlement Class whose notices are re-mailed because of a new address, the
13 new deadline for submitting an Exclusion Request or an Objection will be either (i) sixty (60)
14 calendar days from the second mailing or (ii) forty-five (45) calendar days before the hearing on
15 Final Approval, whichever date is earlier.

16 36. Opting Out by Exclusion Request: Within the Opt-Out Period, Members of the
17 Settlement Class who wish to opt-out of the proposed settlement must sign and fax or postmark to
18 the Class Administrator a written Exclusion Request. An Exclusion Request is a writing
19 submitted within the Opt-Out Period that expresses an intent to not participate in the proposed
20 settlement and that (1) is signed by the Member of the Settlement Class requesting exclusion, (2)
21 contains the name, address, telephone number and the last four digits of the Social Security
22 number of the Member of the Settlement Class requesting exclusion, (3) clearly states that the
23 Member of the Settlement Class does not wish to be included in the proposed settlement, (4) is
24 returned by fax or mail to the Class Administrator at the specified address, and (5) is faxed or
25 postmarked on or before the 60-day deadline. The date of the fax or the postmark on the Member
26 of the Settlement Class's mailing envelope shall determine whether an Exclusion Request is
27 timely. A Member of the Settlement Class who does not timely submit an Exclusion Request
28 shall be deemed a Member of the Settlement Class and will benefit by and be bound by all terms

1 of the settlement contemplated by this Agreement, if the Court grants Final Approval.

2 37. Objections: To object to the settlement proposed by this Agreement, a Member of
3 the Settlement Class must file with the Court and serve Plaintiff's counsel and Defendant's
4 counsel, within the Opt-Out Period, an objection to the Agreement. An objection is a written
5 document that is signed by a Member of the Settlement Class who has not filed an Exclusion
6 Request and that includes (a) the objecting Member of the Settlement Class' full name, address,
7 and telephone number, (b) a written statement of factual and legal grounds for the Objection, (c)
8 copies of any papers, briefs, or other documents on which the Objection relies, (d) a list of all
9 persons who will be called to testify in support of the Objection, (e) a statement whether the
10 objector intends to appear at the hearing on Final Approval, and (f) a list of all cases in which the
11 objector or the objector's counsel has filed objections to a class action settlement in the preceding
12 five years. Any Member of the Settlement Class who does not file a timely Objection and a
13 notice of an intention whether to appear at the hearing on Final Approval, or who otherwise fails
14 to substantially comply with the requirements of this paragraph, may be foreclosed from objecting
15 to the proposed settlement and seeking any adjudication or review of the settlement, by appeal or
16 otherwise.

17 38. Class Administrator Responsibilities Before Final Approval: If any Class Notice is
18 returned to the Class Administrator as nondelivered, then the Class Administrator may use skip
19 tracing, address verification of returned mail, or other methodology as the Class Administrator
20 deems to be appropriate to locate Members of the Settlement Class. As soon as practicable after
21 the Opt-Out Period, the Class Administrator shall report simultaneously to the parties' counsel the
22 following information: (1) the number of timely and untimely Exclusion Requests, if any, (2) the
23 name of each Member of the Settlement Class, if any, who submitted an Exclusion Request, (3)
24 the number of timely and untimely Objections, if any, and (4) the name of each Settlement Class
25 Member, if any, who submitted an Objection, and the stated grounds therefor. No later than
26 seven (7) calendar days before the hearing on Final Approval, the Class Administrator shall
27 prepare a Due Diligence Declaration stating the steps the Class Administrator has taken to
28 administer this Agreement, including the dissemination of the Class Notice and the receipt of any

1 Requests for Exclusion or Objections. Class Counsel shall be responsible for filing the Due
2 Diligence Declaration with the Court.

3 39. Motion for Final Approval: Following the expiration of the Opt-Out Period, Class
4 Representative Plaintiff will move for Final Approval ("Motion for Final Approval"), and will
5 submit a proposed order to approve this Agreement, which would adjudge that the terms thereof
6 to be fair, adequate, and reasonable, rule on the request for attorneys' fees, rule on the request for
7 the Enhancement Payment, rule on the request for the PAGA Settlement, and call for judgment to
8 be entered on the Action with a provision for the retention of the Court's jurisdiction over the
9 parties to enforce the terms of the judgment pursuant to Rule 3.769(h) of the California Rules of
10 Court. The Class Representatives shall provide a draft of the Motion for Final Approval for
11 ARCH's review and comment. Upon agreement by the parties as to the language to be included
12 in the Motion for Final Approval, ARCH will file a notice of non-opposition to the Motion for
13 Final Approval.

14 40. Payment of GSV: Within thirty days of the date of the entry of the Final Approval
15 Order, the GSV shall be deposited by ARCH with the Settlement Administrator, who shall keep
16 such funds in an established interest-bearing account.

17 41. Class Administrator Responsibilities After Final Approval: As soon as practicable
18 after the deposit of the GSV with the Class Administrator, but no later than fourteen (14) days
19 thereafter, the Class Administrator shall (1) effect individual settlement payment amounts and
20 issue the appropriate tax reporting, (2) pay the Enhancement Payment to Class Representative
21 Plaintiff and issue the appropriate tax reporting, and (3) pay the award of attorneys' fees and costs
22 to Class Counsel and issue the appropriate tax reporting. The Class Administrator shall monitor
23 the cashing of settlement checks by Members of the Settlement Class. The Class Administrator
24 shall make settlement checks negotiable for 180 days from their issuance and will thereafter have
25 them automatically cancelled if not cashed. As soon as practicable after the 180-day check
26 cashing period, the Class Administrator shall prepare for the parties a Final Report – a document
27 summarizing relevant events to date and advising the total dollar amount paid to Members of the
28 Settlement Class, and the status of any uncashed checks. The Class Administrator shall comply,

1 on behalf of the parties, with any orders of the Court concerning class administration.

2 42. Cy Pres: Pursuant to Code of Civil Procedure section 384, counsel for Plaintiff
3 shall provide the Court with the Final Report within ten (10) days after receipt from the Class
4 Administrator, and advise the Court of the total amount of uncashed and/or returned checks from
5 the ARCH Class, plus the amount of interest accrued on such amount. After the Final Report is
6 received by the Court, the Court shall amend the judgment to direct the Class Administrator to
7 pay the sum of the uncashed and returned checks, plus interest accrued on that sum, to the
8 Counsel for Justice ("CFJ"), the charitable arm of the Los Angeles County Bar Association which
9 provides equal access to legal services in the community by raising funds for, and directly
10 contributing to, projects involving domestic violence, support of veterans, immigration assistance,
11 and AIDS services.

12 VII. LIMITATIONS ON USE OF THIS SETTLEMENT

13 43. No Admission.

14 Neither the acceptance nor the performance by ARCH of the terms of this Agreement nor
15 any of the related negotiations or proceedings is or shall be claimed to be, construed as, or
16 deemed a precedent or an admission by ARCH of the truth of any allegations in the Complaint.

17 44. Non-Evidentiary Use.

18 Neither this Agreement nor any of its terms, nor any statements or conduct in the
19 negotiation or drafting of it, shall be offered or used as evidence by Plaintiff, any Class Member
20 (including any individual who requested to be excluded from the Class), ARCH, or their
21 respective counsel, in the Action.

22 45. Nullification.

23 If the Court for any reason does not approve this Settlement, this Agreement shall be
24 considered null and void and all parties to this settlement shall stand in the same position, without
25 prejudice, as if the settlement had been neither entered into nor filed with the Court.

26 VIII. MISCELLANEOUS PROVISIONS

27 46. Non-Disclosure.

28 Plaintiff agrees that if asked about this Action or Settlement, Plaintiff shall refer such

1 inquires to Class Counsel. Class Counsel agrees not to publicize this Action or settlement on their
2 website(s) or in a jury, or case reporting service or in any way.

3 **47. Amendments.**

4 The terms and provisions of this Agreement may be amended only by a written agreement
5 which is both (1) signed by named Plaintiff, Class Counsel, ARCH, and Counsel for ARCH; and
6 (2) approved by the Court.

7 **48. Cooperation.**

8 The parties agree to fully cooperate with each other to accomplish the terms of this
9 Agreement, including but not limited to, executing such documents and taking such other action
10 as may reasonably be necessary to implement the terms of this Agreement. The parties to this
11 Agreement shall use their best efforts, including all efforts contemplated by Agreement and any
12 other efforts that may become necessary by order of the Court or otherwise to effectuate this
13 Agreement and the terms set forth herein. As soon as practicable after execution of this
14 Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of ARCH and its
15 counsel, take all necessary steps to secure the Court's preliminary and final approval of this
16 Agreement.

17 **49. No Inducements.**

18 Plaintiff and ARCH acknowledge that each of them is entering into this Agreement as a
19 free and voluntary act without duress or undue pressure or influence of any kind or nature
20 whatsoever with the intent to be bound thereby, and that neither Plaintiff nor ARCH have relied
21 on any promises, representations or warranties regarding the subject matter hereof other than as
22 set forth in this Agreement.

23 **50. No Prior Assignment.**

24 The parties hereto represent, covenant, and warrant that they have not directly or
25 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
26 person or entity any portion of any liability, claim, demand, action, cause of action or rights
27 herein released and discharged except as set forth herein.

28 ///

1 **51. Severability.**

2 If any provision (or portion thereof) of the Agreement is declared by an arbitrator or court
3 of competent jurisdiction to be invalid or unenforceable, the remaining provisions (including
4 other
5 portions of a provision having an invalid portion) shall remain in full force and effect and, to the
6 extent possible, the disputed provision shall be construed so that it may be valid and enforceable.

7 **52. Integrated Agreement.**

8 The Agreement constitutes an integrated written contract expressing the entire agreement
9 of Plaintiff and ARCH, and each of them, as to its subject matter. All prior and contemporaneous
10 discussions, negotiations and writings, have been and are merged with and integrated into, and are
11 superseded by, the Agreement. No representations, promises, agreements or understandings,
12 written or oral, not contained herein shall be of any force or effect. The Agreement cannot be
13 modified except by a writing executed by the parties.

14 **53. Governing Law.**

15 Construction and interpretation of the Agreement shall at all times and in all respects be
16 governed by the laws of the State of California, without regard to the rules or principles of
17 conflicts or choice of law that might look to any jurisdiction outside of California.

18 **54. Waiver.**

19 No failure or delay in exercising any right, power or privilege in respect of the Agreement
20 shall act as a waiver to a later demand for full and complete performance.

21 **55. Independent Legal Advice.**

22 The parties have each received prior independent legal advice from their counsel of record
23 with respect to the advisability of entering into the Agreement; and each material term of this
24 Agreement was explained to them in a manner which allowed them to understand the terms of the
25 Agreement and the releases of claims set forth herein to the extent necessary or desirable.

26 **56. Construction of Agreement.**

27 As each of the parties to the Agreement was assisted by their respective attorneys in
28 reviewing and agreeing to the terms hereof, no ambiguity shall be resolved against any of the

1 parties by virtue of having participated in the drafting of the Agreement.

2 **57. Counterparts.**

3 This Agreement, and any amendments hereto, may be executed in any number of
4 counterparts, each of which when executed and delivered shall be deemed to be an original and all
5 of which taken together shall constitute but one and the same instrument.

6 **58. Settlement Effective Date.**

7 The effective date of the Agreement ("Settlement Effective Date") means the date when
8 the following conditions have been satisfied: (1) The Agreement is executed by all parties, Class
9 Counsel, and ARCH's counsel; (2) the Court has given preliminary approval of the Agreement;
10 (3) notice has been given to the Members of the Settlement Class providing them with an
11 opportunity to opt-out of the Agreement; (4) the Court held a final approval hearing and entered a
12 final order and judgment approving the Agreement; (5) in the event there are written objections
13 filed prior to the final approval hearing that are not withdrawn or overruled, the later of the
14 following events: (i) when the period for filing any appeal, writ, or other appellate proceeding
15 opposing the Agreement has elapsed without any appeal, writ or other appellate proceeding
16 having been filed; or any appeal, writ or other appellate proceeding opposing the Agreement has
17 been dismissed finally and conclusively with no right to pursue further remedies or relief, or (ii)
18 any appeal, writ, or other appellate proceeding has upheld the Court's final order with no right to
19 pursue further remedies or relief. In this regard, it is the intention of the Parties that the
20 Settlement shall not become effective until the Court's order approving the Agreement is
21 completely final and there is no further recourse by an appellant or objector who seeks to contest
22 the Agreement. In the event that no objections are filed, the Effective Date shall be upon the
23 completion of steps (a) through (d) above. If any foregoing conditions described in this paragraph
24 has failed to occur, then, absent further agreement of the parties, this Agreement shall be null and
25 void.

26 ///

27 ///

28 ///

1 IN WITNESS WHEREOF, the parties have executed the Agreement on the date and
2 year written below.

3 Dated: July 25 2018

4 Porfiria Yocupicio
5 Porfiria Yocupicio

6
7
8 Dated: July 25 2018

RASTEGAR LAW GROUP, APC

9 By: [Signature]
10 Farzad Rastegar
11 Thomas Campbell

12 Dated: July 25 2018

ARCH RESOURCES GROUP LLC

13 By: [Signature]
14 Ulises Muñoz Patiño, Executive Vice President
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LAFFEY MATRIX

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

Year	Adjustmt Factor**	Paralegal/ Law Clerk	Years Out of Law School *				
			1-3	4-7	8-10	11-19	20 +
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

RASTEGAR LAW GROUP*Time Sheet for Farzad Rastegar***ACTIVITY CODES**

01 - Analysis and evaluation of	06 - Court appearance re	11 - Miscellaneous	16 - Prepare letter to	21 - Review letter from	26 - Telephone call to
02 - Attend	07 - Deposition of	12 - Preparation for	17 - Prepare opinion letter to	22 - Revise	27 - Telephone conference with
03 - Attend deposition of	08 - Document inspection	13 - Preparation of	18 - Prepare status report	23 - Settlement negotiations with	28 - Travel to
04 - Arrange services of	09 - Factual investigation re	14 - Preparation for trial, incl:	19 - Review	24 - Take depositions of	29 - Trial of
05 - Conferences with	10 - Legal research re	15 - Prepare and file	20 - Review file	25 - Telephone call from	30- Propounded Discovery
					31- Responded to Discovery

Client and Matter	Date	Hours	Costs	Activity Code #	Activity Description
Yocupicio v. PAE Group	10/02/2013	0.50			Discussion with NH re facts of case.
Yocupicio v. PAE Group	10/16/2013	0.25			Review/Revise 226 Letter
Yocupicio v. PAE Group	11/04/2013	0.50			Review Plaintiff's Personnel file.
Yocupicio v. PAE Group	12/18/2013	0.60			Review Plaintiff's Punch Data.
Yocupicio v. PAE Group	10/20/2014	2.75			Travel to/attend Initial Status Conference.
Yocupicio v. PAE Group	07/14/2017	1.0			Discussion with TSC re case.
Yocupicio v. PAE Group	07/17/2017	0.75			Review/Revise Mediation Brief.
Yocupicio v. PAE Group	07/18/2017	3.10			Review File. Prepare for Mediation.
Yocupicio v. PAE Group	07/19/2017	11.75			Travel to/attend Mediation in Encino, CA
Yocupicio v. PAE Group	07/21/2017	0.5			Review/Revise Settlement Letter.
Yocupicio v. PAE Group	10/25/2017	0.5			Discussion with TSC re Joint Statement.
Yocupicio v. PAE Group	12/01/2017	0.6			Discussion with TSC re Mike Chase.
Yocupicio v. PAE Group	02/19/2018	0.35			Review/Revise MOU. Discussion with TSC re same.
Yocupicio v. PAE Group	02/26/2018	3.50			Travel to/attend Ex Parte Application.
Yocupicio v. PAE Group	03/01/2018	0.75			Review/Revise Long Settlement Agreement.
Yocupicio v. PAE Group	03/02/2018	0.25			Discussion with TSC re email from Chase.

Client and Matter	Date	Hours	Costs	Activity Code #	Activity Description
Yocupicio v. PAE Group	03/08/2018	0.25			Review email. Discussion with TSC.
Yocupicio v. PAE Group	03/09/2018	3.25			Travel to/attend Further Status Conference.
Yocupicio v. PAE Group	03/26/2018	3.0			Travel to/attend Further Status Conference.
Yocupicio v. PAE Group	05/31/2018	1.50			Review/Revise MPA/Declaration.
Yocupicio v. PAE Group	06/04/2018	0.25			Review Emails.
Yocupicio v. PAE Group	06/21/2018	0.75			Review/Revise Settlement Agreement. Discussion with TSC re same.
Yocupicio v. PAE Group	07/17/2018	3.25			Travel to/attend Preliminary Approval Hearing/Defendant's Mx for Order Determining Good Faith of Settlement.
Yocupicio v. PAE Group	10/09/2018	2.75			Travel to/attend Further Status Conference.
Yocupicio v. PAE Group	11/01/2018	1.25			Review/Revise Mx for Attys Fees.
TOTAL:		43.90			

Thomas S. Campbell - Time Sheet
Yocupicio v. PAE Group et al

June 8, 2016	reviewed opening appellate brief	3:15
September 16, 2016	reviewed reply brief / discussed w/ JM	2:30
June 28, 2017	Plaintiff depo prep	5:30
June 30, 2017	Plaintiff depo	11:30
July 13, 2017	reviewed documents produced by def / mediation brief	1:15
July 14, 2017	draft mediation brief / contact op counsel re discovery / spoke w/ DWP/FR re case	7:50
July 16, 2017	draft mediation brief	7:00
July 17, 2017	mediation brief / reviewed payroll docs	4:00
July 18, 2017	prepared for mediation / reviewed documents produced by Def.	3:30
July 19, 2017	mediation	11:30
July 20, 2017	draft settlement letter	1:00
July 21, 2017	reviewed settlement ltr from FR / spoke w/ FR / edited _ sent to opp counsel	0:50
August 9, 2017	researched issue re atty fees on appeal for def / searched for answer brief	4:00
August 22, 2017	tel conf w/ opp counsel re mediation	0:30

August 28, 2017	draft ltr 9th Cir re postponing oral argument sent email FR/Jess re Gutierrez continued S/C	2:30
September 26, 2017	draft DOE amendment for Pearl Pacific	0:30
September 26, 2017	draft DOE amendment for Pearl Pacific	0:30
October 25, 2017	reviewed joint statement / spoke w/ FR added and revised our position /sent to opp counsel /	1:10
October 26, 2017	joint status conference report / called opp counsel / filed	0:30
November 2, 2017	Further CMC	4:00
November 3, 2017 Yocupicio, Porifia	draft discovery re Pacific Pearl et al	6:15
November 7, 2017	finished drafting discovery / served on Pacific Pearl	1:00
November 21, 2017	reviewed case re needed discovery / Bel-Aire West notice	0:40
December 1, 2017	reviewed email re Mike Chase / spoke w/ FR / emailed Mike Chase back re appeal_mediation	0:15
December 4, 2017	reviewed email from Mike Chase, responded	0:15
January 16, 2018	reviewed Pearl discovery	2:50
January 24, 2018	discussed PMK depo and mediation w/ Pearl def counsel	0:55
January 25, 2018	draft PMK depo notice for Pearl / reviewed Belaire-West notice / emailed opp counsel re notice	3:30

February 2, 2018	reviewed Arch discovery responses / draft PMK depo notice for Pearl	6:15
February 6, 2018	draft PMK depo draft / spoke w/ Aaron re time sheets / emailed Krivis re mediation / spoke w/ Gaaghen re PMK depo dates	7:15
February 14, 2018	PMK depo prep	6:35
February 16, 2018	PMQ depo	12:00
February 19, 2018	edit MOU /discussed w/ FR / sent to J. Krivis / draft meet and confer ltr re ex parte re extension / for class cert mx deadline / start ex parte app drafting	0:50 6:45 0:55
February 20, 2018	ex parte application	9:00
February 22, 2018	checked dept 323 status re ex parte / sent notice for ex part for Monday, February 26, 2018	0:35
February 26, 2018	ex parte app / reviewed opp to ex parte	3:25
February 28, 2018	reviewed class MOU / revised MOU / spoke w/ FR re	2:20
March 1, 2018	draft status report / long settlement agreement	5:00
March 2, 2018	reviewed email from mike Chase / spoke w/ FR	0:20
March 8, 2018	reviewed email re payroll taxes / discussed w/ FR / Jodey Lawrence / responded with calculations	0:50
March 9, 2018	Case management conference	3:00
March 16, 2018	draft supp status report	1:20

March 26, 2018	status conference / draft notice	3:15
April 2, 2018	draft dismissal of appeal	0:30
April 19, 2018	settlement agreement / discussed w/ DWP appeal reply	2:50
April 20, 2018	draft settlement agreement	7:15
May 11, 2018	reviewed CA settlement revised by opp counsel / posted bulletin board request to continue filing date and hearing date for preliminary approval motion / sent email to opp counsel re settlement agreement and mx for preliminary approval	1:30
May 14, 2018	draft mx for PA called ct re extension draft stipulation to extend filing time for MPA	6:10
May 15, 2018	draft mx PA /	2:30
May 16, 2018	draft Mx PA	5:50
May 18, 2018	amended stipulation / settlement agreement MOU / mx for PA	1:55
May 21, 2018	draft amendment to MOU	3:00
May 22, 2018	draft mx PA / FR decl / MOU amendment / settlement agreement amend	6:30
May 30, 2018	Mx PA	4:00
June 1, 2018	finalized mx, FR decl / order / class notice for filing	7:45
June 4, 2018	reviewed email from Mike Chase / finalized mx / notice / filed / served	1:15

June 26, 2018	draft notice of court ruling on mx PA	0:35
July 21, 2018	reviewed / revised settlement agreement / spoke w/ FR	3:10
July 24, 2018	finished up settlement agreement / called Mike Chase re notice / filed notice	3:00
August 1, 2018	mx PA prep	0:30
August 2, 2018	hearing mx PA / draft notice / amend order	5:45
August 6, 2018	amended class notice / spoke w/ Jodey re admin / reviewed	3:00
August 14, 2018	Mx PA hearing	3:30
August 16, 2018	reviewed Phoenix agreement edits/ amendments	1:20
October 29, 2018	prepared mx for final approval / atty fees	5:05
October 30, 2018	prepared mx for final approval / atty fees	5:45
October 31, 2018	prepared mx for final approval / atty fees	3:45
November 1, 2018	mx for FA / attys fees	7:30
November 2, 2018	draft mx FA / Atty fees / reviewed Eric Miller's email re revising mx	6:15
November 3, 2018	mx atty fees / yocupicio decl	1:30
November 5, 2018	filed mx FA / mx atty fees / FR decl / Yocupicio decl / FR decl Mx atty fees / FR decl / Yocupicio decl	2:00

252.34 hours

2:42 PM

11/05/18

Cash Basis

RASTEGAR LAW GROUP, APC
Case Cost Sheet
All Transactions

Type	Date	Num	Source Name	Memo	Paid Amount	Balance
Client Adv						
Court Call						
Check	07/26/2016	4540	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	86.00	86.00
Total Court Call					86.00	86.00
Court Reporter Fee						
Check	12/22/2015	3879	KATIE THIBODEA...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	75.66	75.66
Check	03/05/2018	2367	ESQUIRE DEPOS...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	1,048.25	1,123.91
Total Court Reporter Fee					1,123.91	1,123.91
Data Analysis						
Check	01/02/2014	1864	KARLA BANALES	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	55.44	55.44
Check	01/24/2014	1921	KARLA BANALES	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	67.50	122.94
Total Data Analysis					122.94	122.94
Expert Fee/Plaintiff						
Check	02/20/2018	2325	TELSWITCH, INC.	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	61.71	61.71
Total Expert Fee/Plaintiff					61.71	61.71
Filing Fees						
Check	06/12/2014	2288	L.A.S.C.	F/YOCUPICIO, PORFIRIA V. PAE, LLC [C...	435.00	435.00
Check	06/12/2014	2289	L.A.S.C.	F/YOCUPICIO, PORFIRIA V. PAE, LLC [C...	1,000.00	1,435.00
Check	07/25/2014	2418	L.A.S.C.	FF/YOCUPICIO, PORFIRIA V. PAE, LLC [...	1,000.00	2,435.00
Check	06/10/2015	3263	CLERK, U.S. DIST...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	505.00	2,940.00
Check	12/31/2015	3891	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	505.00	3,445.00
Check	01/21/2016	3966	L.A.S.C.	FF/YOCUPICIO, PORFIRIA V. PAE, LLC [...	0.00	3,445.00
Check	02/20/2018	2328	L.A.S.C.	FF/YOCUPICIO, PORFIRIA V. PAE, LLC [...	60.00	3,505.00
Check	05/14/2018	2582	L.A.S.C.	FF/YOCUPICIO, PORFIRIA V. PAE, LLC [...	20.00	3,525.00
Check	06/01/2018	2632	L.A.S.C.	FF/YOCUPICIO, PORFIRIA V. PAE, LLC [...	0.00	3,525.00
Check	06/21/2018	2672	DDS LEGAL SUP...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	60.00	3,585.00
Check	11/05/2018	2995	L.A.S.C.	FF/YOCUPICIO, PORFIRIA V. PAE, LLC [...	60.00	3,645.00
Check	11/06/2018	2996	L.A.S.C.	FF/YOCUPICIO, PORFIRIA V. PAE, LLC [...	60.00	3,705.00
Total Filing Fees					3,705.00	3,705.00
Lodging						
Check	08/11/2017	1851	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	98.85	98.85
Check	08/11/2017	1851	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	1.66	100.51
Total Lodging					100.51	100.51

2:42 PM

11/05/18

Cash Basis

RASTEGAR LAW GROUP, APC
Case Cost Sheet
All Transactions

Type	Date	Num	Source Name	Memo	Paid Amount	Balance
Meals						
Check	12/03/2014	2786	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	10.74	10.74
Check	08/06/2015	3427	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	28.56	39.30
Check	03/27/2018	2444	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	7.44	46.74
Check	03/27/2018	2444	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	14.87	61.61
Check	03/27/2018	2444	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	22.32	83.93
Check	05/01/2018	2532	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	7.44	91.37
Check	09/10/2018	2866	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	29.00	120.37
Check	10/30/2018	2976	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	20.00	140.37
Total Meals					140.37	140.37
Mediation Fee						
Check	04/14/2016	4230	MARK S. RUDY, A...	MEDIATION FEE/YOCUPICIO, PORFIRIA...	6,250.00	6,250.00
Check	03/14/2017	1432	FIRST MEDIATIO...	MEDIATION FEE/YOCUPICIO, PORFIRIA...	4,000.00	10,250.00
Total Mediation Fee					10,250.00	10,250.00
Messenger Fee						
Check	08/04/2014	2437	SIGNAL ATTORN...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	80.00	80.00
Check	10/03/2014	2604	SIGNAL ATTORN...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	40.00	120.00
Check	11/03/2014	2707	WELLS FARGO C...	PACER	11.39	131.39
Check	11/05/2014	2712	SIGNAL ATTORN...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	145.32	276.71
Check	11/05/2014	2712	SIGNAL ATTORN...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	40.32	317.03
Check	11/15/2014	2719	ACCURATE ONE ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	61.00	378.03
Check	12/10/2014	2811	SIGNAL ATTORN...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	37.00	415.03
Check	12/16/2014	2829	SIGNAL ATTORN...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	37.00	452.03
Check	01/10/2015	2877	SIGNAL ATTORN...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	37.00	489.03
Check	01/10/2015	2877	SIGNAL ATTORN...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	37.00	526.03
Check	01/21/2015	2952	SIGNAL ATTORN...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	37.00	563.03
Check	01/26/2015	2921	FEDEX	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	65.36	628.39
Check	07/02/2015	3323	FEDEX	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	85.50	713.89
Check	07/14/2015	3349	FEDEX	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	35.59	749.48
Check	09/08/2015	3493	SIGNAL ATTORN...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	37.00	786.48
Check	10/17/2015	3752	SIGNAL ATTORN...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	37.00	823.48
Check	10/17/2015	3752	SIGNAL ATTORN...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	10.00	833.48
Check	11/03/2015	3698	SIGNAL ATTORN...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	37.00	870.48
Check	11/03/2015	3698	SIGNAL ATTORN...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	10.00	880.48
Check	01/18/2016	3948	SIGNAL ATTORN...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	49.00	929.48
Check	02/01/2016	3990	ACCURATE ONE ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	91.00	1,020.48
Check	06/22/2016	4439	FEDEX	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	96.00	1,116.48
Check	11/03/2016	1013	WELLS FARGO C...	PACER	19.00	1,135.48
Check	11/01/2017	2072	SIGNAL ATTORN...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	49.00	1,184.48
Check	06/21/2018	2672	DDS LEGAL SUP...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	60.95	1,245.43
Total Messenger Fee					1,245.43	1,245.43

2:42 PM

11/05/18

Cash Basis

RASTEGAR LAW GROUP, APC

Case Cost Sheet

All Transactions

Type	Date	Num	Source Name	Memo	Paid Amount	Balance
Mileage Costs						
Check	06/12/2014		FARZAD RASTEG...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	22.40	22.40
Check	01/09/2015	2874	JUSTIN F. MARQ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	14.56	36.96
Check	11/10/2015	3718	DANIEL J. BROWN	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	9.00	45.96
Check	02/10/2016	4016	JUSTIN F. MARQ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	14.04	60.00
Check	04/01/2016	4187	MARTHA N. VALD...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	42.66	102.66
Check	07/24/2017	1798	THOMAS S. CAM...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	22.33	124.99
Check	11/09/2017	2102	THOMAS S. CAM...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	15.00	139.99
Check	03/01/2018	2361	FARZAD RASTEG...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	129.60	269.59
Check	08/15/2018	2820	THOMAS S. CAM...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	15.00	284.59
Check	08/17/2018	2837	THOMAS S. CAM...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	15.00	299.59
Check	10/29/2018	2974	FARZAD RASTEG...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	21.60	321.19
Check	10/29/2018	2974	FARZAD RASTEG...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	21.60	342.79
Total Mileage Costs					342.79	342.79
Paralegal Fees						
Check	10/14/2013	1697	GLORIA CRUZ	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	105.00	105.00
Check	02/24/2015	2987	JASMINE HERNA...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	27.00	132.00
Total Paralegal Fees					132.00	132.00
Parking						
Check	06/12/2014		FARZAD RASTEG...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	8.00	8.00
Check	01/09/2015	2874	JUSTIN F. MARQ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	10.00	18.00
Check	10/23/2015	3667	JUSTIN F. MARQ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	10.00	28.00
Check	11/10/2015	3718	DANIEL J. BROWN	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	9.00	37.00
Check	11/10/2015	3719	JUSTIN F. MARQ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	10.00	47.00
Check	02/10/2016	4016	JUSTIN F. MARQ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	10.00	57.00
Check	08/11/2017	1851	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	30.00	87.00
Check	09/07/2017	1912	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	17.55	104.55
Check	09/07/2017	1912	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	17.55	122.10
Check	03/27/2018	2444	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	24.00	146.10
Check	03/27/2018	2444	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	1.50	147.60
Check	03/27/2018	2444	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	1.00	148.60
Check	05/01/2018	2532	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	2.00	150.60
Check	09/10/2018	2866	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	9.00	159.60
Check	09/10/2018	2866	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	8.00	167.60
Check	09/10/2018	2866	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	8.00	175.60
Check	10/30/2018	2976	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	11.25	186.85
Total Parking					186.85	186.85

2:42 PM

11/05/18

Cash Basis

RASTEGAR LAW GROUP, APC

Case Cost Sheet

All Transactions

Type	Date	Num	Source Name	Memo	Paid Amount	Balance
Photocopies						
Check	06/25/2015	3313	JUSTIN F. MARQ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	48.07	48.07
Bill	09/08/2015		RASTEGAR LAW ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	338.50	386.57
Check	06/14/2016	4413	FEDEX OFFICE	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	37.53	424.10
Check	09/19/2016	4729	FEDEX OFFICE	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	41.69	465.79
Total Photocopies					465.79	465.79
Postage						
Bill	09/08/2015		RASTEGAR LAW ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	36.18	36.18
Total Postage					36.18	36.18
Records Retrieval						
Check	01/17/2014	1904	PACER SERVICE ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	4.80	4.80
Check	01/20/2015	2895	PACER SERVICE ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	81.10	85.90
Check	05/04/2015	3169	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	17.10	103.00
Check	07/10/2015	3343	PACER SERVICE ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	84.14	187.14
Check	12/08/2015	3830	PACER SERVICE ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	59.10	246.24
Check	01/29/2016	3988	CASEHOMEPAGE	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	90.00	336.24
Check	05/04/2016	4290	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	45.20	381.44
Check	05/13/2016	4323	CASEHOMEPAGE	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	167.00	548.44
Check	06/01/2016	4370	PACER SERVICE ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	8.53	556.97
Check	07/05/2016	4472	CASEHOMEPAGE	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	104.00	660.97
Check	07/21/2016		PACER SERVICE ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	22.81	683.78
Check	10/03/2016	4787	WELLS FARGO C...	PACER	22.10	705.88
Check	10/05/2016	4796	CASEHOMEPAGE	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	104.00	809.88
Check	01/06/2017	1211	CASEHOMEPAGE	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	97.00	906.88
Check	04/04/2017	1493	CASEHOMEPAGE	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	97.00	1,003.88
Check	06/30/2017	1753	WELLS FARGO C...	PACER	6.50	1,010.38
Check	07/10/2017	1760	CASEHOMEPAGE	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	90.00	1,100.38
Check	10/03/2017	1977	CASEHOMEPAGE	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	90.00	1,190.38
Check	11/22/2017	2136	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	6.60	1,196.98
Check	01/03/2018	2221	CASEHOMEPAGE	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	90.00	1,286.98
Check	04/02/2018	2450	CASEHOMEPAGE	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	111.00	1,397.98
Check	07/02/2018	2706	CASEHOMEPAGE	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	125.00	1,522.98
Check	10/05/2018	2917	CASEHOMEPAGE	YOCUPICIO, PORFIRIA V. PAE, LLC [CA]	132.00	1,654.98
Total Records Retrieval					1,654.98	1,654.98

2:42 PM

11/05/18

Cash Basis

RASTEGAR LAW GROUP, APC
Case Cost Sheet
All Transactions

Type	Date	Num	Source Name	Memo	Paid Amount	Balance
Research						
Check	08/10/2015	3433	LEXISNEXIS	RESEARCH	358.22	358.22
Check	08/10/2015	3433	LEXISNEXIS	RESEARCH	103.00	461.22
Check	09/09/2015	3506	LEXISNEXIS	RESEARCH	110.49	571.71
Check	09/09/2015	3501	LEXISNEXIS	RESEARCH	102.75	674.46
Check	09/09/2015	3504	LEXISNEXIS	RESEARCH	371.67	1,046.13
Check	10/09/2015	3607	LEXISNEXIS	RESEARCH	197.00	1,243.13
Check	01/21/2016	3965	THOMSON REUT...	RESEARCH	492.00	1,735.13
Check	03/25/2016		LEXISNEXIS	RESEARCH	181.50	1,916.63
Check	03/31/2016	4177	THOMSON REUT...	RESEARCH	41.00	1,957.63
Check	04/25/2016	4262	THOMSON REUT...	RESEARCH	102.03	2,059.66
Check	05/16/2016	4338	THOMSON REUT...	RESEARCH	30.00	2,089.66
Check	06/13/2016	4409	THOMSON REUT...	RESEARCH	210.00	2,299.66
Check	07/15/2016	4499	THOMSON REUT...	RESEARCH	109.40	2,409.06
Check	08/10/2016	4594	THOMSON REUT...	RESEARCH	51.07	2,460.13
Check	10/18/2016	4831	THOMSON REUT...	RESEARCH	111.61	2,571.74
Check	11/09/2017		THOMSON REUT...	RESEARCH	104.00	2,675.74
Check	11/09/2017		THOMSON REUT...	RESEARCH	21.33	2,697.07
Check	03/13/2018	2389	THOMSON REUT...	RESEARCH	12.80	2,709.87
Check	05/09/2018	2566	THOMSON REUT...	RESEARCH	111.00	2,820.87
Check	08/16/2018	2824	THOMSON REUT...	RESEARCH	281.00	3,101.87
Total Research					3,101.87	3,101.87
Service of Process						
Check	08/06/2014	2448	SECRETARY OF ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	2.50	2.50
Total Service of Process					2.50	2.50
Travel						
Check	05/27/2016	4362	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	422.88	422.88
Check	05/27/2016	4362	WELLS FARGO C...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	-140.96	281.92
Check	05/27/2016	4362	WELLS FARGO C...	ADJUSTMENT/SOUTHWEST CANCELLE...	-281.92	0.00
Total Travel					0.00	0.00
Total Client Adv					22,758.83	22,758.83
Dues and Subscriptions						
Check	02/05/2015	2935	JUSTIN F. MARQ...	YOCUPICIO, PORFIRIA V. PAE, LLC [CA...	230.00	230.00
Total Dues and Subscriptions					230.00	230.00
TOTAL					22,988.83	22,988.83

1
2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA,)
4 COUNTY OF LOS ANGELES) ss

5 I am employed in the County of Los Angeles, State of California. I am over the age
6 of eighteen (18) years and not a party to the within action. My business address is 22760
Hawthorne Boulevard, Suite 200, Torrance, CA 90505.

7 On November 6, 2018, I served the following document or documents:

8 **DECLARATION OF FARZAD RASTEGAR IN SUPPORT OF PLAINTIFF'S**
9 **MOTION FOR ATTORNEYS' FEES, INCENTIVE AWARD AND COSTS;**
DOCUMENTS IN SUPPORT THEREOF

10 [X] by placing a true copy thereof enclosed in sealed envelope(s) addressed as follows:

11 **SEE SERVICE LIST**

12 [X] **BY MAIL**

13 [] I caused such envelope(s) to be deposited in the mail at Torrance, California. The
envelope(s) was/were mailed with postage thereon fully prepaid.

14 [X] I am "readily familiar" with the firm's practice of collection and processing
15 correspondence for mailing. It is deposited with U.S. postal service on that same day with
16 postage thereon fully prepaid at Torrance, California in the ordinary course of business. I
am aware that on motion of party served, service is invalid if postal cancellation date or
postage meter date is more than 1 day after the date of deposit for mailing in affidavit.

17 [] **BY NEXT BUSINESS DAY DELIVERY**

18 [] **BY EMAIL**

19 [] **BY PERSONAL SERVICE**

20 [X] (State) I declare under the penalty of perjury under the laws of the State of
21 California that the foregoing is true and correct.

22 Executed: November 5, 2018, at Torrance, California.

23 
24 Jessica T. Moreno

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

SERVICE LIST

Michael E. Chase, Esq.
Bruce M. Timm, Esq.
Kimberly A. Lucia, Esq.
David R. Norton, Esq.
BOUTIN JONES INC.
555 Capitol Mall, Suite 1500
Sacramento, California 95814

Attorneys for Defendant Arch Resources Group, LLC

Jennifer Gaahen, Esq.
PACIFIC PEARL HOTELS, LLC
8910 University Center Lane, Suite 640
San Diego, CA 92122

**Attorney for Defendants and Cross-Defendants Pacific Pearl Hotels,
LLC and Pacific Pearl Hotel Management – San Diego, LLC**