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Attorneys for ERIC WARD, on behalf of himself,
all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

ERIC WARD on behalf of himself, all
others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

LEARNING ARTS CORPORATION;
and DOES 1-100,

Defendants.

Case No. 34-2023-00334389-CU-OE-GDS
(Consolidated with Case No.
34-2023-00336386)

*[Assigned for All Purposes to the
Honorable Lauri A. Damrell; Dept. 22]*

**DECLARATION OF DAVID MARA, ESQ.,
IN SUPPORT OF PLAINTIFF ERIC
WARD'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: December 12, 2025
Time: 9:00 a.m.
Reservation No.: A-334389001

Complaint Filed: February 7, 2023
Trial Date: None Set

1 I, DAVID MARA, declare as follows:

- 2 1. I am President of Mara Law Firm, PC, and counsel of record for Plaintiff and the putative class
3 in this matter. I am duly admitted to practice before all the courts of the state of California. The
4 following facts are within my personal knowledge and, if called to testify, I could and would
5 competently testify thereto.
- 6 2. I graduated from California Western School of Law and was admitted to practice law in
7 California in May 2004.
- 8 3. I extensively handle employment cases which involve violations of the California Labor Code
9 and Industrial Welfare Commission Wage Orders, such as wage and hour class actions and
10 cases alleging violations of the Private Attorneys General Act of 2004 (“PAGA”). I have
11 litigated over three hundred and fifty (350) class action and PAGA lawsuits over the course of
12 nearly 20 years.
- 13 4. I was co-class counsel in *Hohnbaum v. Brinker Restaurant Corp.* (San Diego County Superior
14 Court, Case No. GIC834348) which was the underlying case in the California Supreme Court’s
15 landmark decision in *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, in
16 which the California Supreme Court delineated the scope of employer obligations to provide,
17 and employee rights to receive, meal and rest periods under California law.
- 18 5. I am frequently called upon to author Amicus Curiae briefs on behalf of Consumer Attorneys
19 of California (“CAOC”). For example, I authored the Amicus Curiae briefs on behalf of CAOC
20 in *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, (The California Supreme Court
21 ruling that, like meal periods, employers must relieve employees of all duty and relinquish all
22 control to satisfactorily discharge its obligation to authorize and permit rest periods.); *Frlekin v.*
23 *Apple, Inc.* (2020) 8 Cal.5th 1038 (The California Supreme Court ruling that the time spent on
24 the employer’s premises waiting for, and undergoing, required exit searches of packages, bags,
25 or personal technology devices voluntarily brought to work is compensable hours worked
26 within the meaning of the Wage Orders.); *Oliver v. Superior Court* (2021) California Court of
27 Appeal Case No. H049185 (A brief asking the California Court of Appeal for the Sixth
28 Appellate District to determine whether mandatory drive time of personal vehicles should be

1 considered hours worked within the meaning of the Wage Orders' suffered or permitted test.).
2 *Davidson v. O'Reilly Auto Enterprises, LLC* (9th Cir., 2020; Docket No. 18-56188) (a brief
3 seeking Review *En Banc* of an order denying class certification in a wage and hour matter). I
4 am also a member of CAOC's Amicus Committee that determines the cases in which the
5 organization will agree to provide amicus support.

6 6. My firm has been named as class counsel in a number of wage and hour class actions in which
7 the Court granted the plaintiff's motion for class certification. For example, my firm has been
8 named class counsel: *Mario Norona v. B&G Delivery System, Inc.* (Sacramento County
9 Superior Court, Case No. 34-2015-00186826-CU-OE-GDS); *Jerald Schroeder v. YRC, Inc.; et*
10 *al.* (Central District of California, Case No. 12-cv-01374-TJH); *John Martin v. Sysco*
11 *Corporation, et al.* (Eastern District of California, Case No. 1:16-cv-00990-DAD-SAB);
12 *William Smith v. Werner Enterprises, Inc. d/b/a C.L. Werner, Inc.* (District of Nebraska, Case
13 No. 8:15-cv-287); *Thomas Perez v. City of San Diego* (San Diego County Superior Court, Case
14 No. 37-2014-00016621-CU-OE-CTL); *Eric Mendez v. M&N Consulting, Inc. dba A-Line*
15 *Messenger Service* (San Bernardino County Superior Court, Case No. CIVDS1923624);
16 *Denson Sales v. Professional Auto Transport, Inc. et al.* (San Bernardino County Superior
17 Court, Case No. CIVDS2010153); *Sonny Williams v. Hansen and Adkins Auto Transport, Inc.;*
18 *et al.* (San Bernardino County Superior Court, Case No. CIVDS2020832); *Bobby Williams v.*
19 *Mohsen Transport, Inc.* (San Diego County Superior Court, Case No. 37-2019-00063361-CU-
20 OE-CTL); and *Ashton Harden vs. Mushiana Transport Inc.* (Sacramento County Superior
21 Court, Case No. 34-2021-00301950-CU-OE-GDS).

22 7. My firm has also been named as class counsel in numerous cases during the settlement process.
23 Here is a non-exhaustive list of cases where my firm has been named as class counsel in cases
24 during the settlement process: *Kenneth Cox v. 3PL Worx, et al.* (Yolo County Superior Court,
25 Case No. CV-18-100); *Brian Davidson v. A&B Trucking Services, Inc.* (Kern County Superior
26 Court Case No. BCV-16-102985); *Alex Vega, et al. v. Advance Beverage Co., Inc.* (Kern
27 County Superior Court, Case No. BCV-16-100848); *Jaime Ruiz v. Altura Centers for Health*
28 (Kern County Superior Court, Case No. BCV-19-101577); *George Zamudio v. AmeriPride*

1 *Service, Inc.* (Alameda County Superior Court, Case No. RG1809666); *Richard Hendricks v.*
2 *Antonini Freight Express, Inc.* (San Joaquin County Superior Court, Case No. STK-CV-UOE-
3 2016-6999); *Alton Davis v. Apria Healthcare Group, Inc.* (San Diego County Superior Court,
4 Case No. 37-2014-00004724-CU-OE-CTL); *Alan Atchison v. Ashley Furniture Industries, Inc.,*
5 *et al.* (Central District of California, Case No. 17-cv-00528-JAK-SP); *Bernard Payton v. Atech*
6 *Logistics, Inc.* (Sonoma County Superior Court, Case No. SCV 258595); *Ramon Jenkins v.*
7 *Compass Group USA, Inc., et al.* (Yolo County Superior Court, Case No. CVCV-18-747);
8 *Timothy Spikes, et al. v. Bear Trucking, Inc., et al.* (San Bernardino County Superior Court,
9 Case No. CIVDS1715151); *Joshua Turpen v. Benjamin's Transfer Inc.* (Solano County
10 Superior Court, Case No. FCS048845); *Cesar Mendoza v. Bi-Rite Food Service, Inc.* (San
11 Mateo County Superior Court, Case No. 17CIV02044); *Terrance Bailey v. Blue Apron, LLC;*
12 *et al.* (Northern District of California, Case No. 18-cv-07000-VC); *Jeffrey Weast v. California*
13 *Aseptic Beverages, LLC* (San Bernardino County Superior Court, Case No. CIVDS1825256);
14 *Michael Valentich v. Hub Construction Specialties, Inc.* (San Bernardino County Superior
15 Court, Case No. JCCPDS4893); *Jose De Jesus Ortega Velazquez v. Hunter Landscape, Inc.; et*
16 *al.* (San Bernardino County Superior Court, Case No. CIVDS1928062); *Adrian Diaz v.*
17 *Keystone Automotive Operations, Inc.* (Riverside County Superior Court, Case No.
18 RIC1817450); *Arturo Gonzalez v. NCI Group, Inc. dba NCI Building Systems* (Eastern District
19 of California, Case No. 18-cv-00948-AWI-SKO); *Larry Perez v. The Nielsen Company (US),*
20 *LLC* (Orange County Superior Court, Case No. 30-2021-01194324-CU-OE-CXC); *Erik*
21 *Martinez v. Patrick Industries, Inc.* (San Bernardino County Superior Court, Case No.
22 CIVDS2009663); *Randolph Fitch v. Shaw Industries, Inc.; et al.* (San Bernardino County
23 Superior Court, Case No. CIVSB2024674); *Joshua Rael v. Intercontinental Hotels Group*
24 *Resources, Inc.* (Los Angeles County Superior Court, Case No. 19STCV16010); and *Aaron*
25 *Romero v. Vitro Flat Glass, LLC* (Kern County Superior Court, Case No. BCV-21-101357).

26 8. I have also lectured as a panelist for California Employment Lawyers Association regarding
27 a host of wage and hour issues.

28 9. On February 7, 2023, Plaintiff filed a class action complaint against Defendant. Plaintiff's

1 complaint alleges that Defendant failed to pay all straight time and overtime wages, failed to
2 provide lawful meal and rest breaks, failed to adopt a compliant sick pay policy, failed to
3 provide accurate itemized wage statements, failed to pay all wages due at termination of
4 employment, and violated the Unfair Competition Law.

5 10. On December 23, 2022, Plaintiff provided notice to the Labor and Workforce Development
6 Agency (“LWDA”) in accordance with the Private Attorneys General Act of 2004
7 (“PAGA”). A true and correct copy of Plaintiff’s PAGA notice is attached hereto as **Exhibit**
8 **6**. Thereafter, on March 18, 2023, Plaintiff filed a PAGA action alleging that Defendant
9 violated the PAGA by failing to pay all straight time and overtime wages, failing to provide
10 lawful meal and rest periods, failing to adopt a complaint sick pay policy, failing to provide
11 accurate itemized wage statements, and failing to pay all wages due at the termination of
12 employment.

13 11. On September 18, 2023, the Parties stipulated to consolidate the class and PAGA actions.
14 The Court granted this stipulation on September 29, 2023.

15 12. The Parties have engaged in significant discovery. The Parties engaged in informal discovery
16 prior to their first mediation. On April 26, 2023, Plaintiff provided Defendant with a list of
17 items he would need to prepare for mediation. Thereafter, the Parties met and conferred over
18 this informal discovery and Defendant informally produced extensive documents, including
19 a sampling of putative class members’ time and wage records. Defendant also produced wage
20 and hour policies that covered putative class members’ employment, Plaintiff’s personnel
21 file, and documents Defendant provided to putative class members during the relevant time
22 period.

23 13. After the Parties unsuccessful first mediation, the Parties engaged in formal discovery. On
24 January 23, 2024, Plaintiff propounded one set of special interrogatories and one set of
25 requests for production of documents on Defendant. Defendant responded to this discovery
26 on February 23, 2024. Thereafter, the Parties extensively met and conferred over Defendant’s
27 discovery responses, including over search terms and custodians for email searches. The
28 discovery efforts led to Defendant producing over 1,595,600 documents including policy

documents, time sheets for Plaintiff and putative class members, emails sent to putative class members by Defendant, and Defendant's internal emails related to the claims alleged.

14. In addition, the Parties finalized a *Belair-West* notice to be sent to putative class members on March 21, 2024. The Parties agreed upon ILYM Group, Inc. to send out the *Belair-West* notice. The notice was sent out on April 16, 2024. Class Members had until May 16, 2024, to opt out of having their contact information disclosed. On May 23, 2024, Plaintiff was provided with the contact information for putative class members that did not opt out.

15. Further, the Parties engaged in depositions. On October 16, 2024, Defendant took Plaintiff's deposition. On October 23, 2024, Plaintiff took the deposition of Defendant's Person Most Qualified witness.

16. The Parties attended a mediation with mediator Honorable Bonnie Sabraw (Ret.) on January 12, 2024. This mediation was unsuccessful.

17. The Parties attended a second private mediation with mediator Brandon McKelvey on October 29, 2024. This mediation ended in Mr. McKelvey issuing a mediator's proposal that was ultimately accepted by the Parties. The Parties then met and conferred over all the terms of the settlement and finalized their settlement in the Parties' Settlement Agreement. The Parties' Settlement Agreement is attached hereto as **Exhibit 1**.

18. Defendant provided Plaintiff's counsel with numerous financial documents such as its tax returns for 2021, 2022, and 2023; its profit and loss statements for 2021 through 2024; its cash flow statements for 2021 through 2024; its W2 preview for 2024; its balance sheets for 2021, 2022, 2023; and its general ledgers for 2021 through 2024. In addition, the owners of Learning Arts, William and Lara Brandon provided their personal tax returns. These documents were reviewed and analyzed by a financial expert hired by Plaintiff. Based upon Plaintiff's financial expert's review and analysis, Plaintiff believes that the settlement amount and funding terms reflect Defendant's financial condition and ability to fund a settlement. As a result, there is a substantial risk that Defendant may no longer be in business if it is forced to continue paying the costs and fees to litigate this matter, let alone pay any judgement owed if Plaintiff were to prevail on the merits of his claims. If this occurs,

employees would not receive any compensation for the wage and hour violations Plaintiff alleges against Defendant.

19. Class Counsel applies for an award of attorneys' fees in the sum of \$283,050 (33.33% of the GSA), and litigation costs of \$37,350.60 (originally estimated not to exceed \$50,000).

20. Class Counsel have worked 425 hours to date on this case and have calculated the lodestar fee on those hours at \$313,850 at rates reflecting those currently earned in the marketplace.

21. As Class Counsel's lodestar fee is in excess of their fee request, a multiplier on their lodestar fee is not sought herein.

22. All of the work and tasks performed by Class Counsel were reasonable and necessary to the prosecution of this case and are reflected in the result achieved.

23. All services were performed by Class Counsel at the Mara Law Firm, PC, on a contingent basis.

24. Class Counsel at the Mara Law Firm, PC's hourly rates are between \$650 and \$800 and are in line with rates typically approved in wage and hour class action litigation and which rates have been approved by Courts in California in the Los Angeles, Sacramento, San Francisco, Alameda, Orange and San Diego County Superior Courts.

25. I devoted 188 hours to this case. The following is a summary of my tasks and activities performed in the litigation of this matter: research into new Defendant; reviewing and revising initial complaint in class action and related documents; reviewing and revising class complaint; reviewing and revising PAGA notice; reviewing and revising PAGA complaint; researching and investigating legal issues throughout case; interoffice discussions throughout case; investigating Defendant's pay-structures and policies for its employees; analyzing records produced by Defendant relating to its policies, pay-structures, and time keeping; communications with experts; researching issues relevant to mediation brief; reviewing and revising mediation brief and mediation damage and exposure model; preparing for and attending mediations; reviewing and revising the settlement agreement and the Notice to the Class; reviewing and revising preliminary approval motion and supporting papers; drafting declaration in support of preliminary

1 approval motion and supporting papers; drafting declaration in support of preliminary
2 approval; drafting declaration in support of final approval; and reviewing and revising final
3 approval motion and supporting documents.

4 26. My hourly rate is \$850. Based on my hourly rate and the hours expended, 188, my fee is
5 \$159,800, which is reasonable and necessary to the successful litigation of this matter.

6 27. Jill Vecchi is a partner at Mara Law Firm, PC. She solely handles wage and hour class
7 actions and PAGA actions. Ms. Vecchi graduated from Santa Clara University School of
8 Law and was admitted to practice law in California in December 2014 and received her
9 undergraduate degree from University of California, Riverside in 2010. Ms. Vecchi has
10 been litigating wage and hour class actions for nine (9) years and has handled over one
11 hundred (100) class action and PAGA lawsuits.

12 28. Ms. Vecchi has been named as class counsel in the following certified cases as a result of
13 the court granting a motion for class certification: *Mario Norona v. B&G Delivery System,*
14 *Inc.* (Sacramento County Superior Court, Case No. 34-2015-00186826-CU-OE-GDS);
15 *Jerald Schroeder v. YRC, Inc.; YRC Worldwide, Inc.* (Central District of California, Case
16 No. 12-cv-01374-TJH); *John Martin v. Sysco Corporation; Sysco Central California, Inc.*
17 (Eastern District of California, Case No. 1:16-cv-00990-DAD-SAB); *Denson Sales, et al.*
18 *v. United Road Services, Inc. et al* (Northern District of California, Case No. 19-cv-08404-
19 JST); *Sonny Williams v. Hansen and Adkins Auto Transport, Inc.; et al.* (San Bernardino
20 County Superior Court, Case No. CIVDS2020832); *Bobby Williams v. Mohsen Transport,*
21 *Inc.* (San Diego County Superior Court, Case No. 37-2019-00063361-CU-OE-CTL); and
22 *Ashton Harden vs. Mushiana Transport Inc.* (Sacramento County Superior Court, Case No.
23 34-2021-00301950-CU-OE-GDS).

24 29. Ms. Vecchi has also been named as class counsel in numerous cases during the settlement
25 process. Here is a non-exhaustive list of cases where Ms. Vecchi has been named as class
26 counsel in cases during the settlement process: *Kenneth Cox v. 3PL Worx, et al.* (Yolo
27 County Superior Court, Case No. CV-18-100); *Brian Davidson v. A&B Trucking Services,*
28 *Inc.* (Kern County Superior Court Case No. BCV-16-102985); *Alex Vega, et al. v. Advance*

1 *Beverage Co., Inc.* (Kern County Superior Court, Case No. BCV-16-100848); *Alton Davis*
2 *v. Apria Healthcare Group, Inc.* (San Diego County Superior Court, Case No. 37-2014-
3 00004724-CU-OE-CTL); *Timothy Spikes, et al. v. Bear Trucking, Inc., et al.* (San
4 Bernardino County Superior Court, Case No. CIVDS1715151); *Terrance Bailey v. Blue*
5 *Apron, LLC; et al.* (Northern District of California, Case No. 18-cv-07000-VC); *Jeffrey*
6 *Weast v. California Aseptic Beverages, LLC* (San Bernardino County Superior Court, Case
7 No. CIVDS1825256); *Michael Valentich v. Hub Construction Specialties, Inc.* (San
8 Bernardino County Superior Court, Case No. JCCPDS4893); *Jose De Jesus Ortega*
9 *Velazquez v. Hunter Landscape, Inc.; et al.* (San Bernardino County Superior Court, Case
10 No. CIVDS1928062); *Adrian Diaz v. Keystone Automotive Operations, Inc.* (Riverside
11 County Superior Court, Case No. RIC1817450); *Arturo Gonzalez v. NCI Group, Inc. dba*
12 *NCI Building Systems* (Eastern District of California, Case No. 18-cv-00948-AWI-SKO);
13 *Larry Perez v. The Nielsen Company (US), LLC* (Orange County Superior Court, Case No.
14 30-2021-01194324-CU-OE-CXC); *Erik Martinez v. Patrick Industries, Inc.* (San
15 Bernardino County Superior Court, Case No. CIVDS2009663); *Randolph Fitch v. Shaw*
16 *Industries, Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVSB2024674);
17 *Joshua Rael v. Intercontinental Hotels Group Resources, Inc.* (Los Angeles County
18 Superior Court, Case No. 19STCV16010); and *Aaron Romero v. Vitro Flat Glass, LLC*
19 (Kern County Superior Court, Case No. BCV-21-101357).

20 30. Ms. Vecchi devoted 237 hours to this case. The following is a summary of her tasks and
21 activities performed in the litigation of this matter: draft PAGA notice; draft class and
22 PAGA complaints; interoffice discussions throughout case; discussions with Defendant's
23 Counsel throughout case; draft case management conference statements; draft stipulations;
24 analyze documents and information produced by Defendant, including records produced
25 by Defendant relating to its policies, pay-structures, and time keeping; conduct research
26 for mediation; draft mediation briefs; prepare for and attend mediations; review and revise
27 settlement agreement; draft and revise preliminary approval motion; working with
28 Settlement Administrator during notice process; review weekly status reports from the

1 Settlement Administrator regarding Class participation; review and revise Settlement
2 Administrator's declaration; and draft and revise motion for final approval of the
3 settlement.

4 31. Ms. Vecchi's hourly rate is \$650. Based on her hourly rate and the hours expended, 237,
5 her fee is \$154,050 which is reasonable and necessary to the successful litigation of this
6 matter.

7 32. Class Counsel seeks reimbursement of the litigation costs and expenses of \$37,350.60.

8 33. A true and correct copy of the Westlaw Court's Express's Legal Billing Report, Volume
9 14, Number 3, California Region for December 2012 is attached as **Exhibit 2**.

10 34. A true and correct copy of the Declaration of Richard M. Pearl in *Hohnbaum v. Brinker*
11 *Restaurant Corp.* SDSC GIC834348 is attached as **Exhibit 3**.

12 35. A true and correct copy of the 2012 National Law Journal Survey of Hourly Billing Rates
13 for Partners and Associates is attached as **Exhibit 4**.

14 36. A Summary of Time and Costs is attached hereto as **Exhibit 5**. This exhibit includes Mara
15 Law Firm, PC's time and cost records.

16 37. Pursuant to Local Rule 2.99.05(C), I have reviewed the "CHECKLIST FOR APPROVAL
17 OF CLASS ACTION AND/OR PRIVATE ATTORNEYS GENERAL ACT ("PAGA")
18 SETTLEMENTS." Plaintiff's Motion for Preliminary Approval and all supporting documents
19 were prepared as to be in compliance with the checklist.

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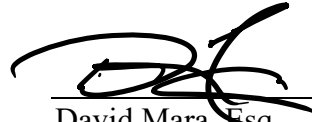
28 ///

1 38. The preliminary approval motion and supporting documents were uploaded to the Labor
2 Workforce Development Agency. Attached hereto as **Exhibit 7** is a confirmation received
3 as a result of this upload.

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

6
7 Dated: November 18, 2025

MARA LAW FIRM, PC

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10 David Mara, Esq.
11 Representing Plaintiff ERIC WARD,
12 on behalf of himself, all others similarly situated,
13 and on behalf of the general public
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Exhibit 1

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Attorneys for Plaintiff ERIC WARD,
on behalf of himself, all others similarly situated,
and on behalf of the general public

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Attorneys for Defendant LEARNING ARTS CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

ERIC WARD on behalf of himself, all
others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

LEARNING ARTS CORPORATION; and
DOES 1-100,

Defendants.

Case No. 34-2023-00334389

[Consolidated with Case No. 34-2023-00336386]

*[Assigned for All Purposes to the
Honorable Lauri A. Damrell; Dept. 22]*

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

Complaint Filed: February 7, 2023
Trial Date: None Set

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

This Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Eric Ward (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated and the general public, and Defendant Learning Arts Corporation (“Defendant”) (collectively with Plaintiff, the “Parties”).

DEFINITIONS

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

1. “Action” means *Ward v. Learning Arts Corporation*, No. 34-2023-00334389 (Sacramento County Superior Court) consolidated with *Ward v. Learning Arts Corporation*, No. 34-34-2023-00336386 (Sacramento County Superior Court).

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Actions, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of 33.3% of the Gross Settlement Amount, which equates to Two Hundred Eighty Three Thousand Fifty Dollars (\$283,050). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Actions, up to \$50,000, subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Class Counsel” means Mara Law Firm, PC.

4. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator and Class Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing

1 address and telephone number; email address (if known); Social Security number; dates of employment;
2 the respective number of Workweeks that each Class Member worked during the Class Period and pay
3 periods that each PAGA Member worked during the PAGA Period; and any other relevant information
4 needed to calculate settlement payments.

5 5. "Class Member(s)" or "Settlement Class" means all persons who worked for Defendant
6 as non-exempt, hourly paid employees in the State of California at any time from February 7, 2019 through
7 December 31, 2024.

8 6. "Class Notice" means the Notice of Class Action Settlement, substantially in the form
9 attached as Exhibit A.

10 7. "Class Period" means the period from February 7, 2019 through December 31, 2024.

11 8. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff
12 in recognition of his effort and work in prosecuting the Action on behalf of Class Members, and for his
13 general release of claims. Subject to the Court granting final approval of this Settlement Agreement and
14 subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class
15 Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000).

16 9. "Court" means the Sacramento County Superior Court.

17 10. "Defendant" means Defendant Learning Arts Corporation.

18 11. "Effective Date" means the later of: (a) if no timely objections are filed, or are withdrawn
19 prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the
20 Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final Approval,
21 provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the
22 Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or
23 petitions for certiorari), resulting in final judicial approval of the Settlement.

24 12. "Final Approval" means the date on which the Court enters an order granting final
25 approval of the Settlement Agreement.

26 13. "Gross Settlement Amount" means the Gross Settlement Amount of Eight Hundred Fifty
27 Thousand Dollars (\$850,000), to be paid by Defendant in full satisfaction of all Released Class Claims and
28 Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys' Fees and Costs,

1 the Class Representative Enhancement Payments the PAGA Settlement Amount, and Settlement
2 Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and Defendant based
3 on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant
4 be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There
5 will be no reversion of the Gross Settlement Amount to Defendant. Defendant will be separately
6 responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and
7 SDI contributions, which shall not be paid from the Gross Settlement Amount.

8 14. "Individual Settlement Payment" means each Participating Class Member's and PAGA
9 Member's respective shares of the Net Settlement Fund and PAGA Fund.

10 15. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining after
11 deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA
12 Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to
13 Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendant.

14 16. "Notice of Objection" means a Class Member's valid and timely written objection to the
15 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name,
16 signature, address, and telephone number, (b) a written statement of all grounds for the objection
17 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents
18 upon which the objection is based; and (d) a statement whether the objector intends to appear at the final
19 fairness hearing.

20 17. "PAGA Members" means all persons who worked for Defendant as non-exempt, hourly
21 paid employees in the State of California at any time from December 23, 2021 through December 31,
22 2024.

23 18. "PAGA Period" means the period from December 23, 2021 through December 31, 2024.

24 19. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to the
25 Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with
26 Plaintiff's claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,
27 *et seq.*, "PAGA") ("PAGA Settlement"). The Parties have agreed that \$50,000 of the Gross Settlement
28 Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five Percent (75%), or

1 \$37,500 of the PAGA Settlement Amount will be paid to the California Labor and Workforce
2 Development Agency (“Labor and Workforce Development Agency Payment”), and Twenty-Five
3 Percent (25%), or \$12,500 (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA
4 Members, regardless of whether they request to be excluded from the Settlement Class.

5 20. “Parties” means Plaintiff and Defendant collectively.

6 21. “Participating Class Members” means all Class Members who do not submit timely and
7 valid Requests for Exclusion.

8 22. “Plaintiff” means Plaintiff Eric Ward.

9 23. “Preliminary Approval” means the date on which the Court enters an order granting
10 preliminary approval of the Settlement Agreement.

11 24. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of
12 action, reasonably arising from, or reasonably related to, the same set of operative facts as those set forth
13 in the operative complaint during the Class Period, including: (a) all claims for unpaid overtime; (b) all
14 claims for meal and rest break violations; (c) all claims for unpaid straight time and minimum wages; (d)
15 all claims for failure to adopt a compliant sick pay/paid time off policy; (e) all claims for the failure to
16 timely pay wages upon termination based on the preceding claims; (f) all claims for the failure to timely
17 pay wages during employment based on the preceding claims; (g) all claims for wage statement violations
18 based on the preceding claims; and (h) all claims asserted through California Business & Professions Code
19 §§ 17200, *et seq.*

20 25. “Released PAGA Claims” means all claims for civil penalties under California Labor
21 Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts alleged
22 in Plaintiff’s LWDA letter during the PAGA Period.

23 26. “Released Parties” means Defendant, its past or present officers, directors, shareholders,
24 agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its
25 respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

26 27. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
27 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name,
28 address, telephone number and last four digits of the Social Security Number of the Class Member

1 requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator;
2 (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or
3 postmarked on or before the Response Deadline.

4 28. "Response Deadline" means the deadline by which Class Members must postmark or fax
5 to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
6 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
7 Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Class
8 Notice by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or State
9 holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal
10 Service is open.

11 29. "Settlement Administration Costs" means the costs payable from the Gross Settlement
12 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
13 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
14 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
15 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,
16 any such costs in excess of the amount represented by the Settlement Administrator as being the maximum
17 costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately
18 2,998 Class Members, the Settlement Administration Costs are currently estimated to be approximately
19 \$21,550.

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

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

32. “Pay Periods” means the number of pay periods of employment for each PAGA Member during the PAGA Period. All PAGA Members will be credited with at least one Pay Period during the PAGA Period.

TERMS OF AGREEMENT

The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

33. Funding of the Gross Settlement Amount. Defendant will make the initial settlement payment of \$250,000 no later than December 31, 2025 (the “Initial Funding Date”). Defendant will make an additional payment of \$350,000 no later than July 1, 2026 (the “Second Funding Date”). Defendant will make a final payment of \$250,000 no later than December 31, 2026 (the “Third Funding Date”). Defendant will pay the employer’s share of payroll taxes separately – once on December 31, 2025, once on July 1, 2026, and once on December 31, 2026.

34. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Attorneys’ Fees and Costs of not more than 33.3% of the Gross Settlement Amount plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel’s litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed \$50,000 both of which will be paid from the Gross Settlement Amount.

35. Class Representative Enhancement Payment. In exchange for a general release, and in recognition of his effort and work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for a Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000) to Plaintiff. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement Payments sought by Plaintiff is not ultimately awarded by the Court.

36. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be Twenty One Thousand Five Hundred and Fifty Dollars (\$21,550). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS

Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

37. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of \$50,000 from the Gross Settlement Amount will be designated for satisfaction of Plaintiff's PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or \$37,500 of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or \$12,500 will be paid to PAGA Members in proportion to the number of Pay Periods worked during the PAGA Period.

38. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

39. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

40. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

41. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and Pay Periods a PAGA Member worked during the PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

41(a) Payments from the Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of

1 Workweeks, resulting in the “Workweek Value.” Each Class Member’s
2 “Individual Settlement Payment” will be calculated by multiplying each
3 individual Class Member’s total number of Workweeks by the Workweek
4 Value. The Individual Settlement Payment will be reduced by any required
5 deductions for each Participating Class Member as specifically set forth
6 herein, including employee-side tax withholdings or deductions. The entire
7 Net Settlement Fund will be disbursed to all Class Members who do not
8 submit timely and valid Requests for Exclusion. If there are any valid and
9 timely Requests for Exclusion, the Settlement Administrator shall
10 proportionately increase the Individual Settlement Payment for each
11 Participating Class Member according to the number of Workweeks worked,
12 so that the amount actually distributed to the Settlement Class equals 100%
13 of the Net Settlement Fund.

14 41(b) Payments from the PAGA Fund. Defendant will calculate the total number
15 of Pay Periods worked by each PAGA Member during the PAGA Period and
16 the aggregate total number of Pay Periods worked by all PAGA Members
17 during the PAGA Period. To determine each PAGA Member’s estimated
18 “Individual Settlement Payment,” the Settlement Administrator will use the
19 following formula: The PAGA Fund will be divided by the aggregate total
20 number of Pay Periods, resulting in the “PAGA Pay Period Value.” Each
21 PAGA Member’s “Individual Settlement Payment” will be calculated by
22 multiplying each individual PAGA Member’s total number of Pay Periods
23 by the PAGA Pay Period Value. The entire PAGA Fund will be disbursed to
24 all PAGA Members.

25 42. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
26 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
27 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
28 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)

plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

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

44. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator and to Class Counsel.

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

46. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have an additional fifteen (15) calendar days to submit a Request for Exclusion or an objection to the Settlement.

47. Class Notices. All Class Members will be mailed and emailed, to the extent Defendant has an email address on file for the Class Member, a Class Notice. Each Class Notice will provide: (a) information regarding the nature of the Actions; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each respective Class Member and PAGA Member worked for Defendant during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for

1 calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA
2 Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines
3 by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices of
4 Objection to the Settlement; and (i) the claims to be released.

5 48. Disputed Information on Class Notices. Class Members will have an opportunity to
6 dispute the information provided in their Class Notices. To the extent Class Members dispute their
7 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
8 Settlement Administrator showing that such information is inaccurate. Defendant's records will be
9 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
10 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and
11 will be decided within ten (10) business days after the Response Deadline.

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

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

25 51. Escalator. The Gross Settlement Amount was calculated with, and is premised on, the
26 understanding that Class Members worked approximately 130,778 Workweeks during the Class Period.
27 If the actual number of workweeks worked by Class Members eligible to participate in the Settlement is
28 greater than 10% of this estimate, then Defendant has the option to either: (a) agree to increase the Gross

1 Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of
2 workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by
3 1%); or (b) elect to end the Class Period on an earlier date at the Defendant's discretion in order to limit
4 the covered workweeks to 10% more than the estimate provided in lieu of paying an increase to the Gross
5 Settlement Amount.

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

10 53. Releases by Participating Class Members. Upon the Third Funding Date, and except as to
11 such rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
12 together and individually, on their behalf and on behalf of their respective heirs, executors, administrators,
13 agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of
14 them, from each of the Released Class Claims arising during the Class Period.

15 54. Releases by PAGA Members. Upon the Third Funding Date, and except as to such rights
16 or claims as may be created by this Settlement Agreement, each PAGA Member, together and
17 individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and
18 attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from
19 each of the Released PAGA Claims during the PAGA Period.

20 55. Objection Procedures. To object to the Settlement Agreement, a Class Member may either
21 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline,
22 or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting
23 a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have
24 waived all objections to the Settlement and will be foreclosed from making any objections, whether by
25 appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek
26 to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement
27 or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members
28 with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of

1 Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered
2 valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound
3 by the Settlement.

4 56. Certification Reports Regarding Individual Settlement Payment Calculations. The
5 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
6 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
7 the Settlement, and whether any Class Member has submitted a challenge to any information contained in
8 their Class Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any
9 updated reports regarding the administration of the Settlement Agreement as needed or requested.

10 57. Distribution Timing of Settlement Payments. Within ten (10) calendar days of receipt of
11 the entirety of the settlement funds, the Settlement Administrator will issue payments from the Gross
12 Settlement Amount to Participating Class Members for Individual Settlement Payments, to PAGA
13 Members for Individual PAGA Payments, to the Settlement Administrator for Court-approved services
14 performed in connection with the Settlement, to Class Counsel for Court-approved attorneys' fees and
15 litigation costs, and to the LWDA for its portion of the PAGA Settlement Amount.

16 58. Reminder Postcard. If any checks are not redeemed or deposited within ninety (90)
17 calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that
18 unless the check is redeemed or deposited in the next ninety (90) calendar days, it will expire and become
19 non-negotiable, and offer to replace the check if it was lost or misplaced.

20 59. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
21 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more
22 than one hundred and eighty (180) calendar days after issuance will be tendered to the California
23 Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
24 residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

25 60. Certification of Completion. Upon completion of administration of the Settlement, the
26 Settlement Administrator will provide a written declaration under oath to certify such completion to the
27 Court and counsel for all Parties.

28 61. Treatment of Individual Settlement Payments. All Individual Settlement Payments will

1 be allocated as follows: (a) Twenty Percent (20%) of each Individual Settlement Payment will be allocated
2 as wages for which IRS Forms W-2 will be issued; and (b) Eighty Percent (80%) will be allocated as non-
3 wages for which IRS Forms 1099-MISC will be issued.

4 62. Treatment of Individual PAGA Payments. All Individual PAGA Payments will be
5 allocated as 100% penalties for which IRS Forms 1099-MISC will be issued.

6 63. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
7 will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class
8 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
9 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and
10 penalties to the appropriate government authorities.

11 64. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of
12 the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any
13 statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard.

14 65. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
15 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
16 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
17 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
18 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
19 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL
20 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
21 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
22 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
23 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN,
24 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
25 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
26 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
27 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
28 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER

PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY
SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

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

68. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request
the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary
approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The
Preliminary Approval Order will provide for the Class Notice to be sent to all Class Members as specified
herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement
Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class
Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents
necessary to obtain preliminary approval. Class Counsel will provide their draft motion for preliminary
approval to Defendant's counsel for review and input at least three business days in advance of the deadline
to file the preliminary approval motion. Defendant's counsel will provide any edits to the motion no later
than the day prior to the deadline to file the preliminary approval motion. Defendant has provided Class

1 Counsel with admissible evidence of Defendant's financial situation, including appropriate financial
2 documents such as a balance sheet, statement of cash flows, and profit and loss statement. Defendant shall
3 provide a declaration regarding its financial situation, as was taken into account in settlement negotiations,
4 no later than three business days in advance of the deadline to file the preliminary approval motion.

5 69. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
6 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
7 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
8 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the
9 Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the Labor and
10 Workforce Development Agency Payment; (e) all Settlement Administration Costs. The final fairness
11 hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel
12 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will
13 provide their draft motion for final approval to Defendant's counsel for review and input at least three
14 business days in advance of the deadline to file the final approval motion. Defendant's counsel shall
15 provide any edits to the motion no later than the day prior to the deadline to file the final approval motion.
16 Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at
17 the final approval hearing.

18 70. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court
19 or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. After
20 entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a)
21 the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters,
22 and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement
23 Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website for a period
24 of at least 60 days.

25 71. Release by Plaintiff. Upon the Third Funding Date, in addition to the claims being released
26 by all Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the
27 fullest extent permitted by law, of and from any and all claims, whether known or unknown, which exist
28 or may exist on either Plaintiff's behalf as of the date of this Agreement, including but not limited to any

1 and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit
2 claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress
3 claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and
4 all claims arising under any federal, state or other governmental statute, law, regulation or ordinance,
5 including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor
6 Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws,
7 the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee
8 Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
9 and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's
10 Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any
11 and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance.
12 Plaintiff further expressly waives any and all rights and benefits conferred upon them by the provisions of
13 Section 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

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

20 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete
21 release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement
22 Agreement is intended to include in its effect, without limitation, all claims Plaintiff do not know
23 or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that
24 this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants
25 that Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code
26 section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel
27 of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of
28 section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542

1 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff
2 further acknowledges that Plaintiff later may discover facts different from or in addition to those
3 Plaintiff now knows or believes to be true regarding the matters released or described in this
4 Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in
5 this Settlement Agreement shall remain effective in all respects notwithstanding any later
6 discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any
7 mistake in connection with the true facts involved in the matters, disputes, or controversies
8 released or described in this Settlement Agreement or with regard to any facts now unknown to
9 Plaintiff relating thereto.

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

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

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

23 75. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
24 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
25 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
26 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
27 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
28 use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach

1 agreement on the form or content of any document needed to implement the Settlement, or on any
2 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
3 may seek the assistance of the Court to resolve such disagreement.

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

6 77. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
7 be governed by and interpreted according to the laws of the State of California.

8 78. Execution and Counterparts. This Settlement Agreement is subject only to the execution
9 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
10 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
11 copies of the signature page, will be deemed to be one and the same instrument.

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

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

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

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

1 purposes of the Settlement is not an admission that class action certification is proper under the standards
2 applied to contested certification motions and that this Settlement Agreement will not be admissible in this
3 or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant is
4 liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

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

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

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

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

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

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

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

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

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

PLAINTIFF

Dated: _____

Eric Ward

**DEFENDANT
CORPORATION**

LEARNING

ARTS

Will Brandon

Dated: 06 / 03 / 2025

By: Dr. Will Brandon

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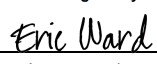
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PLAINTIFF

Dated: 5/28/2025

DocuSigned by:

 Eric Ward

**DEFENDANT
CORPORATION**

LEARNING

ARTS

Dated: _____

By: Dr. Will Brandon

Exhibit A

CALIFORNIA SUPERIOR COURT, COUNTY OF SACRAMENTO

*Eric Ward, on behalf of himself, all others similarly situated, and on behalf of the general public, Plaintiff, v.
Learning Arts Corporation, Defendant*

Case No. 34-2023-00334389 (Consolidated with Case No. 34-2023-00336386) (“Complaints” or “Actions”)

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you and you are not being sued.

However, your legal rights are affected by whether you act or don’t act.

TO: All persons who worked for Learning Arts Corporation (“Defendant”) as non-exempt, hourly paid employees in the State of California at any time from February 7, 2019 through December 31, 2024.

If you need help understanding this notice, or if you would like a copy in another language, please contact the Settlement Administrator toll free at [INSERT].

The California Superior Court, County of Sacramento has granted preliminary approval of a proposed settlement (“Settlement”) of the above-captioned action. Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from February 7, 2019 through December 31, 2024.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

The proposed Settlement has two main parts: (1) a class settlement requiring Defendant to fund Individual Class Settlement Shares, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Settlement Shares and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Settlement Share is estimated to be \$[INSERT] (less withholding) and your Individual PAGA Settlement Share is estimated to be \$[INSERT]**. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work any pay periods during the PAGA Period.

The above estimates are based on Defendant’s records showing that **you worked [INSERT] workweeks** during the Class Period (the Class Period is February 7, 2019 through December 31, 2024) and **you worked [INSERT] pay periods** during the PAGA Period (the PAGA Period is December 23, 2021 through December 31, 2024). If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 10 of this Notice.

WHAT INFORMATION IS IN THIS NOTICE

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12. What Do I Do If I Need More Information or Have Questions?	Page 7

1. *Why Have I Received This Notice?*

Defendant's records indicate that you may be a Class Member. The settlement will resolve all Class Members' Released Claims, as described in Section No. 9 below, from February 7, 2019 through December 31, 2024 (this time period is referred to as the "Class Period"). If you worked for Defendant at some time during the Class Period, you may be entitled to money under this settlement. This notice provides you with basic information about the case and advises you of your options with regard to the settlement.

A Preliminary Approval Hearing was held on **July 18, 2025** at 9:00 a.m., in the California Superior Court, County of Sacramento. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

2. *What Is This Case About?*

A class action complaint was filed by Eric Ward on February 7, 2023, in Sacramento County Superior Court (Case No. 34-2023-00334389) asserting the following causes of action: (1) Failure to Pay all Straight Time Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy; (6) Knowing and Intention Failure to Comply with Itemized Employee Wage Statement Provisions; (7) Failure to Pay All Wages Due at the Time of Termination of Employment; and (9) Unfair Competition.

On December 23, 2022, Plaintiff Eric Ward provided notice to the Labor and Workforce Development Agency ("LWDA") in accordance with the Private Attorneys General Act of 2004 ("PAGA"). Thereafter, on March 18, 2023, Plaintiff filed a complaint against Defendant alleging violations of the PAGA. This PAGA action was consolidated with Plaintiff's earlier filed class action on November 13, 2023.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

3. *Am I a Class Member? Am I a PAGA Member?*

You are a Class Member if you worked for Defendant as a non-exempt, hourly paid employee in the State of California at any time from February 7, 2019 through December 31, 2024.

You are a PAGA Member if you worked for Defendant as a non-exempt, hourly paid employee in the State of California at any time from December 23, 2021 through December 31, 2024.

4. *How Does This Class Action Settlement Work?*

Plaintiff brought this Action on behalf of himself and all other similarly situated individuals who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time from December 23, 2021 through December 31, 2024. Plaintiff and these other individuals comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. On **[date of ruling on preliminary approval]**, the Court directed that you receive this notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on **[the date of final approval hearing]**, 2025 at 9:00 a.m., in Department 22 before Judge Lauri Damrell, located at 720 9th Street, Sacramento, California 95814. The date of the Final Approval Hearing may change without further notice to the Class. You are advised to check the Court’s website (instructions on accessing this site are provided in Section 12 of this Notice) to confirm that the date has not been changed. You do not need to, but may, attend the Final Approval Hearing remotely by using the following Zoom link or telephone number:

To join by Zoom link: <https://saccourt-ca-gov.zoomgov.com/my/sscdept22>

To join by phone: (833) 568-8864 / ID: 16184738886

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff and the Class (“Class Counsel”)	Attorneys for Defendant Learning Arts
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 2650 Camino Del Rio North, Suite 302 San Diego, California 92108 Telephone: (619) 234-2833	DUGGAN McHUGH LAW CORPORATION Jennifer E. Duggan jennifer@dugganmchugh.com Katie Collins katie@dugganmchugh.com 641 Fulton Avenue, Suite 100 Sacramento, California 95825 Telephone: (916) 550-5309

The Court has decided that Mara Law Firm, PC, is qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. What Are My Options?

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are a PAGA Member, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.
- **OBJECT:** You may assert a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) set forth your name, address, telephone number and last four digits of the Social Security Number; (b) be signed by you; (c) be returned to the Settlement Administrator; (d) clearly state that you do not wish to be included in the Settlement; and (e) be faxed or postmarked on or before **[the Response Deadline]**.

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not opt out of the Settlement, the Judgment will bind you to the terms of the Settlement. If you are a PAGA Member, you will receive a portion of the PAGA Payment, even if you opt out of the settlement.

8. How Do I Object To The Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than **[the Response Deadline]**. The objection must include: (a) your full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement of whether you intend to appear at the final approval hearing.

Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel. If the Court rejects the objection, the objector will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will release Defendant and the Released Parties¹ from the Released Class Claims, which are: All claims, rights, demands, liabilities, and causes of action, reasonably arising from, or reasonably related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including: (a) all claims for unpaid overtime; (b) all claims for meal and rest break violations; (c) all claims for unpaid straight time and minimum wages; (d) all claims for failure to adopt a compliant sick pay/paid time off policy; (e) all claims for the failure to timely pay wages upon termination based on the preceding claims; (f) all claims for the failure to timely pay wages during employment based on the preceding claims; (g) all claims for wage statement violations based on the preceding claims; and (h) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

Additionally, PAGA Members will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims are: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts alleged in Plaintiff's LWDA letter during the PAGA Period.

10. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$850,000 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhance Payment to the named Plaintiff in an amount not to exceed \$10,000 for prosecution of the Actions, risks undertaken for the payment of attorneys' fees and costs, and a broader release of claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated to be \$21,550; (3) a payment of \$50,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed one-third of the Gross Settlement Amount (\$283,050) for attorneys' fees and an amount not to exceed \$50,000 for litigation costs. All of these payments are subject to Court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not opted out. These Class Members are referred to as "Participating Class Members." Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendant during the Class Period. To arrive at this amount, Defendant will calculate the total

¹ "Released Parties" mean Defendant, its past or present officers, directors, shareholders, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

C. How Individual PAGA Payments are Calculated

If you are a PAGA Member under the settlement, you will also receive a portion of the PAGA Fund. Pursuant to PAGA, the LWDA will receive a payment of \$37,500 (75% of the \$50,000 total PAGA Payment). The remaining \$12,500 is the "Net PAGA Settlement Amount" and will be proportionately distributed amongst all PAGA Members. PAGA Members will receive a pro-rated share of the Net Settlement Amount based on the number of pay periods they worked in California while employed by Defendant during the PAGA Period. To arrive at this amount, Defendant will calculate the total number of Pay Periods worked by each PAGA Member during the PAGA Period and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods, resulting in the "PAGA Pay Period Value." Each PAGA Member's "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Member's total number of Pay Periods by the PAGA Pay Period Value. The entire Net PAGA Settlement Amount will be disbursed to all PAGA Members.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less taxes. This is based on the Class Data which shows you worked [REDACTED] workweeks during the period of February 7, 2019 through December 31, 2024.

If you are also a PAGA Member, you will receive a share of the PAGA Fund. Based upon the calculation above, your approximate share of the PAGA Fund, is as follows: \$ [REDACTED]. This is based on the Class Data which shows you worked [REDACTED] pay periods during the period of December 23, 2021 through December 31, 2024.

If you believe the number of workweeks or pay periods attributed to you is incorrect, you must contact the Settlement Administrator no later than [RESPONSE DEADLINE]. You should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates you contend you worked for Defendant during the Class or PAGA Period.

E. Tax Treatment of Your Settlement Payments

Twenty-percent (20%) of each Individual Class Settlement Share is intended to settle each Class Member's claims for unpaid wages (the "Wage Portion"). The Wage Portion will be reduced by applicable payroll tax withholdings

and deductions. Defendant's share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendant separately from the GSA. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

Eighty-percent (80%) of the Individual Class Settlement Share is intended to settle each Class Member's claims for interest and penalties/other payments. The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Class Settlement Share.

If you are a PAGA Member, your Individual PAGA Payment will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each PAGA Member an IRS Form 1099 with respect to his/her Individual PAGA Payment.

F. What Happens If You Don't Cash Your Check?

Please note that you must cash or deposit your settlement check within 180 calendar days after the check is mailed to you. If your check was lost or misplaced or you have changed your address, please contact the Settlement Administrator at [INSERT]. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed, shall escheat to the State of California's Unpaid Wage Fund in the name of the Class Member.

11. How Will the Attorneys for the Class and the Class Representatives Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount (\$283,050) for attorney fees and \$50,000 for litigation costs.

Defendant has paid all of its own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$10,000, as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a broader release of claims.

12. What do I do if I Need More Information or Have Questions?

This notice summarizes the proposed settlement. You can receive a copy of the settlement agreement by contacting Class Counsel, by accessing the Court docket in this case through the Court's website at <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx> and creating an account. Once you have created an account, access the Public Portal at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home>. Then, click "Searches." On the next page, select "Case Number Search." Enter the Case Number "34-2023-00334389" on the next page. You can also obtain the Court docket or by visiting the office of the Court at 720 9th Street, Sacramento, California 95814 between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the "Learning Arts" Class Action Settlement when calling the Settlement Administrator or Class Counsel.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to Class Counsel or the Settlement Administrator.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

Exhibit 2

Westlaw Court Express

LEGAL BILLING REPORT

VOLUME 14, NUMBER 3

December 2012

CA REGION

BY REGION, BY FIRM

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California Report

FIRM		GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
Akin Gump Strauss Hauer & Feld LLP	Partner	1993	1993	CA	\$ 825.00	8.10	\$ 6,682.50
	David P. Simonds	1993	1993	CA	\$ 725.00	2.60	\$ 1,885.00
	Senior Counsel Edward P. Christian	1993	1993	CA	\$ 725.00	10.70	\$ 8,567.50
		TOTAL					
DLA Piper LLP	Partner	1989	1989	CA	\$ 790.00	0.60	\$ 474.00
	Nate McQuirk	1979	1979	CA	\$ 780.00	39.40	\$ 30,732.00
	Partner	1989	1989	CA	\$ 780.00	90.30	\$ 68,176.50
	Richard Yankovich	2000	2000	CA	\$ 755.00	1.30	\$ 916.50
	Partner	1993	1993	CA	\$ 705.00	12.70	\$ 8,255.00
	Heather Dunn	1996	1996	CA	\$ 640.00	3.10	\$ 1,984.00
	Partner	1993	1993	CA	\$ 630.00	170.00	\$ 107,100.00
	Jeffrey D. Aaronson	2002	2002	CA	\$ 510.00	67.00	\$ 34,170.00
	Ben Gipson	2004	2004	CA	\$ 470.00	1.80	\$ 846.00
	Associate	2008	2008	CA	\$ 400.00	4.10	\$ 1,640.00
	Bethand Pan	2011	2011	CA	\$ 400.00	390.30	\$ 254,294.00
	Diana M. Melzer	2000	2000	CA	\$ 400.00	4.10	\$ 1,640.00
	Natasha Heleth	2000	2000	CA	\$ 400.00	4.10	\$ 1,640.00
		TOTAL					
Gibson Dunn & Crutcher LLP	Associate	2010	2010	CA	\$ 445.00	18.20	\$ 8,544.00
	Virginia Pitt	2011	2011	CA	\$ 395.00	12.60	\$ 4,977.00
	Matthew Bouslog	2011	2011	CA	\$ 395.00	31.80	\$ 13,921.00
		TOTAL					

U.S.B.C New York Southern
Private Airline Corp (12-11343 REG)

From the fee application covering
July 1, 2012 through October 31, 2012

NLI Ranking: 40
Firm Size: 791

U.S.B.C Delaware
Trident Microsystems, Inc. (12-10063 CSS)

From the fee application covering
October 1, 2012 through October 31, 2012

NLI Ranking: 2
Firm Size: 3,348

U.S.B.C New York Southern
LightSquared, Inc (12-12080 SCC)

From the fee application covering
October 1, 2012 through October 31, 2012

NLI Ranking: 21
Firm Size: 1,039

California Report

FIRM

Kornfield, Nyberg, Bander & Kuhrer, P.C.,
Partner Eric A. Nyberg
Paraprofessional Nancy L. Nyberg

GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
1987	1987	CA	\$ 425.00	15.90	\$ 7,182.50
			90.00	0.30	24.00
				17.20	\$ 7,206.50
TOTAL					

U.S.B.C California Northern
Hawrey LLP(41-34376-DJ)
From the fee application covering
August 1, 2012 through August 31, 2012
NJ Ranking: n/a
Firm Size: 3

Loeb & Loeb

Partner	Lance N. Jurich	1987	CA	\$ 695.00	1.50	\$ 1,320.50
Partner	Christopher W. Campbell	1999	CA	550.00	46.20	30,030.00
Associate	Ryan M. Audin	2007	CA	550.00	122.30	67,255.00
Associate	Jeanne C. Wanless	1993	CA	435.00	18.20	7,917.00
Paraprofessional	S. Steadman			280.00	0.20	52.00
TOTAL					182.30	\$ 105,584.50

U.S.B.C California Central
American Medical Technologies(8-12-12339-MW)
From the fee application covering
July 1, 2012 to September 30, 2012
NJ Ranking: 144
Firm Size: 301

Pachtulski Stang Ziehl Young Jones & Weintraub

Of Counsel	James K. T. Hunter	1976	CA	\$ 745.00	0.10	\$ 74.50
Partner	Samuel R. Matzel	1985	CA	725.00	40.90	29,652.50
Of Counsel	Jeffrey Kandell	1984	CA	615.00	0.50	307.50
Partner	Mahar S. Pagay	1997	CA	615.00	1.80	1,107.00
Partner	Scotta McFarland	1980	CA	615.00	47.80	29,397.00
Of Counsel	Mary Lane	1976	CA	595.00	3.80	2,261.00
Partner	Nina Hong	1995	CA	595.00	0.50	297.50
Associate	Teddy M. Kapur	2006	CA	495.00	8.40	4,158.00
Library	Leslie A. Forrester			295.00	1.10	324.50
Paraprofessional	Felice Harrison			275.00	23.00	6,325.00
TOTAL					127.90	\$ 73,904.50

U.S.B.C California Central
American Medical Technologies(8-12-12339-MW)
From the fee application covering
July 1, 2012 to July 31, 2012
NJ Ranking: n/a
Firm Size: 55

California Report

FIRM:
Pecholski & Stang Ziehl Young Jones & Weintraub

	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
Partner	1979	1979	CA	\$ 975.00	0.80	\$ 780.00
Partner	1982	1983	CA	\$ 875.00	12.80	\$ 11,200.00
Of Counsel	1975	1976	CA	\$ 745.00	4.00	\$ 2,980.00
Partner	1983	1983	CA	\$ 745.00	50.80	\$ 37,845.00
Partner	1983	1984	CA	\$ 725.00	11.10	\$ 8,047.50
Of Counsel	1987	1987	CA	\$ 675.00	15.80	\$ 10,452.50
Of Counsel	1987	1987	CA	\$ 595.00	5.20	\$ 3,094.00
Of Counsel	1980	1980	CA	\$ 575.00	4.30	\$ 2,472.50
Associate	2004	2010	CA	\$ 525.00	31.00	\$ 16,275.00
Paraprofessional				265.00	2.50	\$ 862.50
Paraprofessional				265.00	7.70	\$ 2,040.50
Paraprofessional				265.00	1.00	\$ 265.00
Case Management				185.00	5.40	\$ 993.00
Case Management				185.00	0.40	\$ 74.00
TOTAL					152.50	\$ 57,198.50

FIRM:
Paul Hastings LLP

Partner	1976	1976	CA	\$ 840.00	15.80	\$ 13,272.00
Of Counsel	1983	1983	CA	\$ 785.00	132.40	\$ 115,062.00
Associate	2006	2006	CA	\$ 615.00	31.10	\$ 19,126.50
Associate	2007	2008	CA	\$ 575.00	181.70	\$ 104,477.50
Associate	2009	2009	CA	\$ 485.00	87.10	\$ 42,343.50
Associate	2010	2010	CA	\$ 385.00	57.00	\$ 37,345.00
Associate	2010	2010	CA	\$ 385.00	160.20	\$ 81,577.00
TOTAL					725.30	\$ 393,203.50

FIRM:
Seyfarth Shaw LLP

Counsel	1996	1996	CA	\$ 580.00	2.40	\$ 1,832.00
Partner	1985	1985	CA	\$ 620.00	1.50	\$ 930.00
Counsel	1997	1997	CA	\$ 540.00	55.60	\$ 30,564.00
TOTAL					60.50	\$ 33,426.00

U.S.B.C Delaware
Tidnet Microsystems, Inc. (12-10089 (CSS))

From the fee application covering
September 1, 2012 through September 30, 2012

N.J. Ranking: n/a
Firm Size: 55

U.S.B.C New York Southern
AMR Corporation (11-15463 (SHL))

From the fee application covering
July 1, 2012 through July 31, 2012

N.J. Ranking: 30
Firm Size: 851

U.S.B.C New York Southern
Grubb & Ellis Company (12-10085 (MG))

From the fee application covering
July 2, 2012 through October 31, 2012

N.J. Ranking: 50
Firm Size: 733

California Report

FIRM Sidley Austin LLP

	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
Partner	1995	1995	CA	\$ 875.00	18.10	\$ 12,217.50
Associate	2010	2010	CA	450.00	117.50	53,065.00
Associate	2011	2011	CA	355.00	41.00	14,555.00
TOTAL					177.00	\$ 79,827.50

U.S.B.C Delaware
Tribune Company, et al. (08-13144 FJCJ)

From the fee application covering
September 1, 2012 through September 30, 2012

NLI Ranking: 10
Firm Size: 1,592

Tenys LLP

Partner	1983	1983	CA	\$ 995.00	5.50	\$ 5,472.50
Partner	1974	1974	CA	995.00	0.40	398.00
Partner	1977	1977	CA	810.00	0.50	405.00
Associate	2008	2008	CA	695.00	21.10	14,564.50
Associate	2007	2007	CA	565.00	110.00	62,150.00
Associate	2008	2008	CA	500.00	0.50	250.00
Library				355.00	0.80	284.00
Law Clerk				395.00	43.90	13,389.50
Paraprofessional				250.00	28.20	7,332.00
TOTAL					210.90	\$ 104,345.50

U.S.B.C Delaware
Nettel Networks Inc. (09-10139)

From the fee application covering
August 1, 2012 through October 31, 2012

NLI Ranking: n/a
Firm Size: 236

Westlaw Court Express

LEGAL BILLING REPORT

VOLUME 14, NUMBER 3

December 2012

CA REGION

BY BILLING RATE

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
Partner	John Cameron	1983	1983	CA	\$ 995.00	5.50	\$ 5,472.50
Partner	Shelia Block	1974	1974	CA	\$ 995.00	0.40	398.00
Partner	Richard M. Pachulski	1979	1979	CA	\$ 975.00	0.80	780.00
Partner	Ira D. Kharasch	1982	1982	CA	\$ 875.00	12.80	11,200.00
Partner	J. A. Latham Jr.	1978	1978	CA	\$ 840.00	15.80	13,272.00
Partner	David P. Stronids	1983	1983	CA	\$ 825.00	9.10	6,682.50
Partner	Michael Rotszala	1977	1977	CA	\$ 810.00	0.50	405.00
Partner	Nate McKittick	1989	1989	CA	\$ 780.00	0.60	474.00
Partner	Richard Yankeiwich	1979	1979	CA	\$ 760.00	39.40	30,732.00
Partner	Ana Lawton	1989	1989	CA	\$ 755.00	50.30	68,176.50
Of Counsel	Jennifer S. Baldocchi	1983	1983	CA	\$ 755.00	152.40	115,062.00
Of Counsel	James K.T. Hunter	1976	1976	CA	\$ 745.00	0.10	74.50
Of Counsel	James K.T. Hunter	1976	1976	CA	\$ 745.00	4.00	2,980.00
Partner	John D. Fiero	1989	1989	CA	\$ 745.00	50.80	37,846.00
Senior Counsel	Edward P. Christian	1985	1985	CA	\$ 725.00	2.60	1,885.00
Partner	Samuel R. Malzel	1985	1985	CA	\$ 725.00	40.90	29,632.50
Partner	Bruce Grohschal	1983	1984	CA	\$ 725.00	11.10	8,047.50
Partner	Heather Dunn	2000	2000	CA	\$ 705.00	1.30	916.50
Partner	Lance N. Jurth	1987	1987	CA	\$ 695.00	1.90	1,320.50
Associate	Jessica Bullock	2003	2003	CA	\$ 695.00	21.10	14,684.50
Counsel	Ellen Sueda	1983	1983	CA	\$ 675.00	2.40	1,632.00
Of Counsel	Henry Hochman	1987	1987	CA	\$ 675.00	16.50	10,462.50
Partner	Max C. Fischer	1985	1985	CA	\$ 675.00	18.10	12,217.50
Partner	Jeffrey D. Karson	1988	1988	CA	\$ 650.00	12.70	8,255.00
Partner	Christopher W. Campbell	1989	1989	CA	\$ 650.00	46.20	30,030.00
Of Counsel	Ben Gibson	2002	2002	CA	\$ 640.00	3.10	1,984.00
Associate	Bertrand Pan	2004	2004	CA	\$ 630.00	170.00	107,100.00
Partner	Colleen M. Regan	1985	1985	CA	\$ 620.00	1.50	930.00
Of Counsel	Jeffrey Kamel	1984	1984	CA	\$ 615.00	0.50	307.50
Partner	Malhar S. Pargy	1984	1987	CA	\$ 615.00	1.60	1,107.00
Partner	Scott McFarland	1980	1980	CA	\$ 615.00	47.80	29,337.00
Associate	Melinda A. Gordon	2009	2009	CA	\$ 615.00	31.10	19,126.50
Of Counsel	Mary Lane	1976	1976	CA	\$ 595.00	3.90	2,261.00
Partner	Nina Hong	1986	1986	CA	\$ 595.00	0.90	595.00
Of Counsel	Gabriele Rohrer	1997	1997	CA	\$ 595.00	5.20	3,094.00

California Rate Report

PROFESSIONAL	FIRM	GRADUATED	ADMITTED	STATE	RATE	HOURS	TOTAL
Of Counsel	Pachulski Stang Ziehl Young Jones & Weintraub	1980	1980	CA	\$ 575.00	4.30	\$ 2,472.50
William Ramseyer	Paul Hastings LLP	2007	2008	CA	\$ 575.00	191.70	\$ 104,477.50
Robert E. Zivver	Tony's LLP	2007	2007	CA	\$ 555.00	110.00	\$ 62,150.00
Adam Siverts	Loeb & Loeb	2007	2007	CA	\$ 550.00	122.30	\$ 67,265.00
Ryan M. Aulich	Seyfarth Shaw LLP	1997	1997	CA	\$ 40.00	56.60	\$ 30,654.00
Holger Basch	Pachulski Stang Ziehl Young Jones & Weintraub	2004	2010	CA	\$ 525.00	31.00	\$ 16,275.00
John W. Lucas	DLA Piper LLP	2008	2008	CA	\$ 510.00	87.00	\$ 34,170.00
Diana M. Malzer	Tony's LLP	2008	2008	CA	\$ 500.00	0.50	\$ 250.00
Madhew Akoy	Pachulski Stang Ziehl Young Jones & Weintraub	2004	2008	CA	\$ 495.00	8.40	\$ 4,158.00
Teddy M. Kumar	Paul Hastings LLP	2009	2009	CA	\$ 485.00	87.10	\$ 42,243.50
Liam M. Paez	DLA Piper LLP	2011	2011	CA	\$ 470.00	1.80	\$ 846.00
Natasha Hsieh	Sidley Austin LLP	2010	2010	CA	\$ 450.00	117.50	\$ 53,055.00
Michael T. Gustafson	Gibson Dunn & Crutcher, LLP	2010	2010	CA	\$ 445.00	19.20	\$ 8,544.00
Virginia FRI	Loeb & Loeb	1993	1993	CA	\$ 435.00	18.20	\$ 7,517.00
Jeanne C. Wanlass	Kornfield, Nyberg, Bendes & Kuhner, P.C.	1987	1987	CA	\$ 425.00	16.90	\$ 7,182.50
Eric A. Nyberg	DLA Piper LLP	2000	2000	CA	\$ 400.00	4.10	\$ 1,640.00
Tina Bhattachali	Gibson Dunn & Crutcher, LLP	2011	2011	CA	\$ 395.00	12.60	\$ 4,977.00
Matthew Bourisog	Paul Hastings LLP	2010	2010	CA	\$ 385.00	97.00	\$ 37,345.00
Ji Hae Kim	Paul Hastings LLP	2010	2010	CA	\$ 385.00	160.20	\$ 61,677.00
Mario C. Ortega	Sidley Austin LLP	2011	2011	CA	\$ 355.00	41.00	\$ 14,555.00
Francis S. Lum	Tony's LLP	2000	2000	CA	\$ 305.00	0.80	\$ 264.00
Clare Mauro	Tony's LLP	2000	2000	CA	\$ 305.00	43.90	\$ 13,389.50
Bradley Tordick	Pachulski Stang Ziehl Young Jones & Weintraub	2000	2000	CA	\$ 285.00	1.10	\$ 324.50
Leslie A. Forrester	Pachulski Stang Ziehl Young Jones & Weintraub	2000	2000	CA	\$ 275.00	23.00	\$ 6,325.00
Paraprofessional Felicia Harrison	Pachulski Stang Ziehl Young Jones & Weintraub	2000	2000	CA	\$ 265.00	2.50	\$ 662.50
Paraprofessional Patricia Cuniff	Pachulski Stang Ziehl Young Jones & Weintraub	2000	2000	CA	\$ 265.00	7.70	\$ 2,040.50
Paraprofessional Louise Tuzchak	Pachulski Stang Ziehl Young Jones & Weintraub	2000	2000	CA	\$ 265.00	1.00	\$ 265.00
Paraprofessional Cheryl A. Krotts	Loeb & Loeb	2000	2000	CA	\$ 260.00	0.20	\$ 52.00
Paraprofessional S. Steadman	Tony's LLP	2000	2000	CA	\$ 260.00	28.20	\$ 7,332.00
Paraprofessional Dianna Rajah	Pachulski Stang Ziehl Young Jones & Weintraub	2000	2000	CA	\$ 185.00	5.40	\$ 595.00
Case Manager Sharita Filman	Pachulski Stang Ziehl Young Jones & Weintraub	2000	2000	CA	\$ 185.00	0.40	\$ 74.00
Case Manager Dina K. Whaley	Kornfield, Nyberg, Bendes & Kuhner, P.C.	2000	2000	CA	\$ 80.00	0.30	\$ 24.00
Paraprofessional Nancy L. Nyberg							

Exhibit 3

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Additional Counsel Listed After Signature Page
Attorneys for Plaintiffs and the certified Class

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION

ADAM HOHNBAUM, ILLYA HAASE,
ROMEO OSORIO, AMANDA JUNE RADER,
and SANTANA ALVARADO and ROES 1
through 500, Inclusive on behalf of themselves
and all others similarly situated, and on behalf
of the general public,

Plaintiffs,

v.

BRINKER RESTAURANT CORPORATION,
BRINKER INTERNATIONAL, INC. and
BRINKER INTERNATIONAL PAYROLL
COMPANY, LP a Delaware Corporation; and
DOES 1 through 500, Inclusive

Defendants.

CASE NO.: GIC834348

CLASS ACTION

DECLARATION OF RICHARD M.
PEARL IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION FOR FINAL
APPROVAL AND OF CLASS ACTION
SETTLEMENT AND MOTION FOR
AWARD OF ATTORNEYS' FEES,
COSTS, CLASS REPRESENTATIVE
SERVICE PAYMENTS, AND CLAIMS
ADMINISTRATION EXPENSES

Date: December 12, 2014

Time: 1:30 p.m.

Dept.: C-69

Judge: Hon. Katherine A. Bacal

Complaint Filed: August 16, 2004

1 I, RICHARD M. PEARL, hereby declare the following:

2 1. I am a member in good standing of the California State Bar. I am in
3 private practice as the principal of my own law firm, the Law Offices of Richard
4 M. Pearl, in Berkeley, California. I specialize in issues related to court-awarded
5 attorneys' fees, including the representation of parties in fee litigation and
6 appeals, serving as an expert witness, and serving as a mediator and arbitrator in
7 disputes concerning attorneys' fees and related issues. In this case, I have been
8 asked by Plaintiffs' counsel to render my opinion on the reasonableness of the
9 hourly rates they are requesting in this matter. I make this Declaration in Support
10 of Plaintiffs' Motion for Award of Reasonable Attorneys' Fees.

11 **Professional Background**

12 1. Briefly summarized, my background is as follows: I am a 1969
13 graduate of Boalt Hall School of Law, University of California, Berkeley,
14 California. I took the California Bar Examination in August 1969 and passed it in
15 November of that year, but because I was working as an attorney in Atlanta,
16 Georgia for the Legal Aid Society of Atlanta (LASA), I was not admitted to the
17 California Bar until January 1970. I worked for LASA until summer of 1971,
18 when I then went to work in California's Central Valley for California Rural Legal
19 Assistance, Inc. (CRLA), a statewide legal services program. From 1977 to 1982,
20 I was CRLA's Director of Litigation, supervising more than fifty attorneys. In
21 1982, I went into private practice, first in a small law firm, then as a sole
22 practitioner. Martindale Hubbell rates my law firm "AV." I also have been
23 selected as a Northern California "Super Lawyer" in Appellate Law for 2005,
24 2006, 2007, 2008, 2010, 2011, 2012, 2013, and 2014. A copy of my current
25 Resume is attached hereto as Exhibit A.

26 2. Since 1982, my practice has been a general civil litigation and
27 appellate practice, with an emphasis on cases and appeals involving court-awarded
28 attorneys' fees. I also am the author of *California Attorney Fee Awards* (3d ed.

1 Cal. CEB 2010) and its February 2011, 2012, 2013, and March 2014 Supplements,
2 as well as all its previous editions and annual supplements. California appellate
3 courts have cited this treatise on more than 35 occasions. *See, e.g., Graham v.*
4 *DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 576, 584; *Lolley v. Campbell* (2002)
5 28 Cal.4th 367, 373; *Chacon v. Litke* (2010) 181 Cal.App.4th 1234, 1259; *Syers*
6 *Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 698, 700. I also have
7 lectured and written extensively on court-awarded attorneys' fees. I have been a
8 member of the California State Bar's Attorneys' Fees Task Force and have
9 testified before the State Bar Board of Governors and the California Legislature on
10 attorneys' fee issues. In addition, I authored a federal manual on attorneys' fees
11 entitled *Attorneys' Fees: A Legal Services Practice Manual*, published by the
12 Legal Services Corporation. I also co-authored the chapter on "Attorney Fees" in
13 Volume 2 of CEB's *Wrongful Employment Termination Practice*, 2d Ed. (1997).

14 3. More than 90% of my practice is devoted to issues involving court-
15 awarded attorneys' fees. I have been counsel in over 180 attorneys' fee
16 applications in state and federal courts, primarily representing other attorneys. I
17 also have briefed and argued more than 40 appeals, at least 25 of which have
18 involved attorneys' fees issues. I have successfully handled five cases in the
19 California Supreme Court involving court-awarded attorneys' fees: (1) *Maria P. v.*
20 *Riles* (1987) 43 Cal.3d 1281, a landmark early decision on the scope of California
21 Code of Civil Procedure section 1021.5; (2) *Delaney v. Baker* (1999) 20 Cal.4th
22 23, which held that heightened remedies, including attorneys' fees, are available in
23 suits against nursing homes under California's Elder Abuse Act; (3) *Ketchum v.*
24 *Moses* (2001) 24 Cal.4th 1122, which held, *inter alia*, that contingent risk
25 multipliers remain available under California attorney fee law, despite the United
26 States Supreme Court's contrary ruling on federal law (note that in *Ketchum*, I was
27 primary appellate counsel in the Court of Appeal and "second chair" in the
28 Supreme Court); (4) *Flannery v. Prentice* (2001) 26 Cal.4th 572, which held that in

1 the absence of an agreement to the contrary, statutory attorneys' fees belong to the
2 attorney whose services they are based upon; and (5) *Graham v. DaimlerChrysler*
3 *Corp.* (2004) 34 Cal.4th 553, which held, *inter alia*, that the "catalyst" theory was
4 still valid under California law despite federal Supreme Court authority to the
5 contrary. I also represented and argued on behalf of *amicus curiae* in
6 *Conservatorship of McQueen* (2014) 59 Cal.4th 602, and, along with Richard
7 Rothschild, filed an *amicus curiae* brief in *Vasquez v. State of California* (2009) 45
8 Cal.4th 243. I also have handled numerous other appeals involving attorney's fees,
9 including: *Davis v. City & County of San Francisco* (9th Cir. 1992) 976 F.2d 1536;
10 *Mangold v. CPUC* (9th Cir. 1995) 67 F.3d 1470; *Moore v. Bank of America* (9th
11 Cir. 2007) 245 Fed.Appx. 613; *Velez v. Wynne* (9th Cir. 2007) 2007
12 U.S.App.LEXIS 2194; *Camacho v. Bridgeport Financial, Inc.* (9th Cir. 2008) 523
13 F.3d 973; *Center for Biological Diversity v. County of San Bernardino* (2010) 185
14 Cal.App.4th 866; and *Environmental Protection Information Center v. California*
15 *Dept. of Forestry & Fire Protection et al* (2010) 190 Cal.App.4th 217. For an
16 expanded list of my representative decisions, see Exhibit A.

17 4. I also have been retained by various governmental entities, including
18 the State of California, at my then current rates to consult with them regarding their
19 affirmative attorney fee claims.

20 5. I am frequently called upon to opine about the reasonableness of
21 attorneys' fees, and numerous federal and state courts have cited my testimony on
22 that issue favorably. The reported cases referencing my testimony include the
23 following California appellate courts: *Laffite v. Robert Half Int'l* (2014)
24 __Cal.App.4th __, 2014 Cal.App.LEXIS 1059; *In re Tobacco Cases I* (2013) 216
25 Cal.App.4th 570; *Heritage Pacific Financial LLC v. Monroy* (2013) 215
26 Cal.App.4th 972, 1009; *Children's Hospital & Medical Center v. Bonta* (2002) 97
27 Cal.App.4th 740; *Wilkinson v. South City Ford* (2010) 2010 Cal.App.Unpub.
28 LEXIS 8680; *Church of Scientology v. Wollersheim* (1996) 42 Cal.App.4th 628

(anti-SLAPP case). My declaration also has been favorably referenced by the following federal courts: *Prison Legal News v. Schwarzenegger* (9th Cir. 2010) 608 F.3d 446, 455, in which the expert declaration referred to in that opinion is mine; *Antoninetti v. Chipotle Mexican Grill, Inc.* (9th Cir. 2012) Order filed Dec. 26, 2012; *In re TFT-LCD (Flat Panel) Antitrust Litigation* (N.D.Cal. 2013) No. M 07-1827 SI, MDL, No. 1827, Report and Recommendation of Special Master re Motions for Attorneys' Fees etc., filed Nov. 9, 2012, adopted in relevant part, 2013 U.S.Dist.LEXIS 49885; *Rosenfeld v. United States Dept. of Justice* (N.D. Cal. 2012) 904 F.Supp.2d 988; *Stonebrae v. Toll Bros.* (N.D. Cal. 2011) 2011 U.S.Dist.LEXIS 39832, at *9 (thorough discussion), *aff'd* (9th Cir. 2013) 2013 U.S.App.LEXIS 6369; *Hajro v. United States Citizenship & Immigration Service* (N.D.Cal 2012) 900 F.Supp.2d 1034, 1054; *Armstrong v. Brown* (N.D. Cal. 2011) 2011 U.S.Dist.LEXIS 87428; *Californians for Disability Rights, Inc. v. California Dept. of Transportation* (N.D. Cal. 2010) 2010 U.S.Dist.LEXIS 141030; *Prison Legal News v. Schwarzenegger* (N.D. Cal. 2008) 561 F.Supp.2d 1095 (an earlier motion); *Oberfelder v. City of Petaluma* (N.D. Cal. 2002) 2002 U.S.Dist.LEXIS 8635, *aff'd* (9th Cir. 2003) 2003 U.S.App.LEXIS 11371; *Bancroft v. Trizechahn Corp.*, C.D. Cal. No. CV 02-2373 SVW (FMOx), Order Granting Reasonable Attorneys' Fees etc., filed Aug. 14, 2006; *Willoughby v. DT Credit Corp.*, C.D. Cal. No. CV 05-05907 MMM (Cwx), Order Awarding Reasonable Attorneys' Fees After Remand, filed July 17, 2006; *A.D. v. California Highway Patrol* (N.D.Cal. 2009) 2009 U.S.Dist.LEXIS 110743, *rev's'd on other grounds* (9th Cir. 2013) 712 F.3d 446, *reaffirmed and additional fees awarded on remand* at 2013 U.S.Dist.LEXIS 169275; *National Federation of the Blind v. Target Corp.* (N.D.Cal. 2009) 2009 U.S.Dist.LEXIS 67139. In addition, numerous trial courts have relied upon my testimony in unpublished fee orders.

6. I also have extensive experience litigating the merits of class actions, including numerous housing, government benefits, and consumer class actions.

1 See, e.g., *Employment Dev. Dept. v. Superior Court (Boren)* (1981) 30 Cal.3d 256.

2 I also have represented Class Counsel on their fee requests in numerous highly-
3 contested class actions, including *Davis v. City & County of San Francisco, supra*,
4 *Duran v. First National Bank*, Alameda County Superior Court No. 2001-035537,
5 and *Molina, et al. v. Lexmark International, et al.*, Los Angeles County Superior
6 Court No. BC339177.

7 7. In this matter, I have reviewed several documents from the underlying
8 litigation and fee motion, including the entire Motion for Preliminary Approval, as
9 well as the declarations of Plaintiffs' principal counsel filed in support of the
10 instant motion. I also have discussed the case with class counsel Julie Corbo-
11 Ridley.

12 **PLAINTIFFS' ATTORNEYS' HOURLY RATES ARE**
13 **REASONABLE**

14 8. Through my writing and practice, I have become knowledgeable
15 about the non-contingent market rates charged by attorneys in California and
16 elsewhere. I have obtained this knowledge in several ways: (1) by handling
17 attorneys' fee litigation; (2) by preparing expert declarations in numerous cases;
18 (3) by discussing fees with other attorneys; (4) by obtaining declarations regarding
19 prevailing market rates in cases in which I represent attorneys seeking fees; and (5)
20 by reviewing attorneys' fee applications and awards in other cases, as well as
21 surveys and articles on attorneys' fees in the legal newspapers and treatises.

22 9. I am aware of the hourly rates being requested by Plaintiffs' attorneys
23 in this case, their experience and qualifications, the nature of the work performed,
24 and the results achieved. Under California law, Plaintiff's attorneys are entitled to
25 their requested rates if those rates are "within the range of reasonable rates charged
26 by and judicially awarded comparable attorneys for comparable work." *Children's*
27 *Hosp. & Med. Ctr. v. Bonta [CHMC]* (2002) 97 Cal.App.4th 740, 783. In my
28 opinion, the information about non-contingent hourly rates I have gathered, some

1 of which is summarized below, shows that the rates requested by Plaintiffs'
2 counsel in this matter are well within the range of the non-contingent market rates
3 charged by California and San Diego attorneys of reasonably comparable
4 experience, skill, and expertise for reasonably comparable services. I base that
5 opinion in large part on the following data:

6 **Court Awards**

7 10. Several of the Plaintiffs' law firms have had the hourly rates requested
8 here, or their equivalent rates in prior years, approved by the courts in other class
9 actions. For example, Hurst & Hurst's rates were found reasonable in *Serochi v.*
10 *Bosa Development California II, Inc., et al.*, San Diego Superior Court Case No.:
11 37-2009-00096686-CU-BT-CTL. Similarly, Ms. Lorens's 2012 rate of \$795/hour
12 was approved in November 2012 in *Hoch v. Rockin' Baja Coastal Cantina, et al.*,
13 San Diego Superior Court Case No. 37-2012-00095176-CU-OE-CTL/*Mojica v.*
14 *Rockin' Baja Coastal Cantina, et al.*, San Diego Superior Court Case No. 37-2012-
15 00091490-CU-OE-CTL. This is highly probative evidence of the reasonableness
16 of their rates in subsequent reasonably similar cases.

17 11. Counsel's rates are also consistent with the following court awards
18 from the Southern District of California¹:

19 (1) In *Hartless v. Clorox*, 273 F.R.D. 630, 644 (S.D. Cal. 2011), the
20 Court found, *inter alia*, that class counsel's requested rates were consistent with
21 the hourly rates found reasonable in numerous other class actions and with rates
22 charged by other firms in the San Diego area, including rates of \$795 per hour for a
23 25-year attorney and \$675 per hour for an experienced partner. 273 F.R.D. at 644.

24
25 ¹ In my experience, for purposes of the hourly rates charged and found reasonable by the courts,
26 the differences between types of class actions (i.e. wage and hour class actions versus consumer
27 class actions) are not significant, either factually or legally. See, e.g., *Heritage Pacific Financial,*
28 *LLC v. Monroy*, 215 Cal.App.4th 972, 1009 (2013); *Camacho v. Bridgeport Financial, Inc.*, 523
F.3d 973, 979 (9th Cir. 2008).

1 Given the rate increases that have occurred over the ensuing three years, counsel's
2 rates here are certainly within the same range.

3 (2) In *Shames v. Hertz Corp.*, 2012-2 Trade Case. (CCH) ¶78,120 (S.D.
4 Cal. 2012), the Court, relying on *Hartless*, found that plaintiffs' San Diego
5 Counsel there were comparable in skill and experience to the attorneys whose rates
6 were found reasonable in *Hartless*. At *59-61.

7 (3) In *Briarwood Capital LLC v. HCC Investors LLC*, San Diego
8 Superior Court No. GIC877446, on March 30, 2011, the court (Judge William R.
9 Nevitt Jr.) found that the 2009 hourly rates charged by the San Diego office of
10 Bernstein Litowitz Berger & Grossman LLP -- \$725 for partners, \$490-550 for
11 associates -- were reasonable.

12 (4) Similarly, in the same case, the court found that the 2009 rates
13 charged by the Century City office of O'Melveny & Myers LLP, including rates of
14 \$860-950 for a 36-37 year attorney and \$700-710 for 16-18 year attorneys also
15 were reasonable for San Diego litigation. Again, given the rate increases that have
16 occurred over the past three years, Plaintiffs' attorneys' current rates here are in the
17 same range as those found reasonable in *Briarwood Capital*.

18 (5) In *Atlas v. Accredited Home Lenders Holdings, Co.* Case No. 07-
19 CV-488-H-CAB (S.D. Cal. 2009), the court (Judge Marilyn Huff) found the 2009
20 rates charged by Bernstein Litowitz's San Diego office reasonable. Again, those
21 rates ranged from \$490 to \$550 for associates, and \$725 for a partner.

22 (6) In *In re Virgil's Tours*, Case No. 08-30659 (Bank. N.D. Cal. 2008),
23 the court found reasonable the 2008 rates requested by Morrison & Foerster LLP's
24 San Diego office. Those rates ranged from \$600 to \$675 for partners, from \$350 to
25 \$485 for associates, and from \$220 to \$245 for paralegals.

26 (7) In *Qualcomm, Inc. v. Broadcom, Inc.* Case No. 05-CV-1958-B,
27 2008 WL 2705161 (S.D. Cal. 2008), the court found the 2007 hourly rates
28 requested by Wilmer Cutler, Pickering, Hale & Dorr LLP reasonable for San

1 Diego-based litigation. Those rates ranged from \$45 to \$300 for staff and
2 Paralegals, from \$275 to \$505 for associates and counsel, and from \$435 to \$850
3 for partners.

4 12. In addition to local courts, the following hourly rates have been
5 found reasonable by various California courts for reasonably similar services:

6 **2014**

7 (1) *IPVX Patent Holdings, Inc. v. Voxernet LLC*, N.D. Cal. No.
8 5:13-CV-01708-HRL, a patent infringement case, in which the court found the
9 following hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
<u>2014</u>	
45	\$750
35	750
23	725
19	695
5	400
3	350
Paralegal	125
<u>2013</u>	
18	\$755
11	595
2	425
<u>2012</u>	
40	\$865
17	755
10	595
1	375

23 (2) *Doe v. United Healthcare Insurance Co., et al.*, C.D. Cal. No.
24 SACV 13-0864 DOC(JPRx), Order Granting Attorney's Fees and Costs, filed
25 October 15, 2014, a multi-Plaintiff consumer action, in which the court found the
26 following hourly rates reasonable:

<u>Whatley Kallas</u>	
<u>Years of Experience</u>	<u>Rate</u>
36	\$950

1 **Whatley Kallas**

2 Years of Experience Rate

3 27 900

4 32 800

5 33 750

6 21 700

7 10 600

8 4 400

9 2 375

10 Paralegal 225

11 Intern 125

12 **Consumer Watchdog**

13 35 \$925

14 19 650

15 4 425

16 (3) *Rose v. Bank of America Corp.*, N.D. Cal. No. 5:11-CV-02390-
17 EJD; 5:12 CV-04009-EJD, Order Granting Motion for Final Approval of
18 Settlement; Granting in Part and Denying in Part Motion for Attorney's Fees and
19 Costs, filed August 29, 2014, a consumer class action involving the Bank's loan
20 servicing calls, in which the court found the following hourly rates reasonable:

21 Partners: \$775-350

22 Associates: \$525-325

23 (4) *Carpio v. California Department of Social Services, Los Angeles*
24 *County Superior Court*, No. BS 135127, Order Granting Petitioner's Motion For
25 Attorney's Fees, filed July 24, 2014, a government benefits writ of mandate, in
26 which the court found the following hourly rates reasonable:

27 Years Rate

28 39 \$750

 35 730

 13 500

 8 460

 6 440

(5) *Cornell v. City & County of San Francisco*, San Francisco County

1 Superior Court No. CGC-11-509240, Order Granting Motion for Reasonable
2 Attorneys' Fees, Subject to Modifications, filed May 15, 2014, an individual police
3 misconduct/employment action, in which the court found the following hourly
4 rates reasonable, plus a 1.25 lodestar multiplier for merits work:

<u>Years of Experience</u>	<u>Rate</u>
45	\$750
35	750
23	725
19	695
5	400
3	350
Paralegal	125

11 **2013 Rates**

12 (1) *Ellis v. Costco Wholesale Corp.*, N.D. Cal. No. C04-3341 EMC,
13 Order Granting Motion for Final Approval of Class Action Settlement, filed May
14 27, 2014, an employment class action, in which the court found the following
15 hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
38	\$700
35	825
30	650-825
29	875
19	725
9	500
8	460
7	425-575
6	435
3	315
Paralegals	155-295
Law Clerks	185-275

25 (2) *In re Pacific Bell Late Fee Litigation*, Contra Costa County Superior
26 Ct. No. MSC10-00840, Order Awarding Attorneys' Fees, Costs and Expenses and
27 Authorizing Payment of Incentive Award to the Class Representative, filed
28 October 18, 2013, a consumer class action, in which the court found the following

hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
17	\$850
16	680
11 (partner)	680
36	675
32	675
28 (assoc.)	620
4	400
3	390
Paralegals and Litigation Support	160-180

(3) *Reuters America LLC v. The Regents of the Univ. of Calif.*, Alameda County Superior Court No. RG12-613664, Order Granting in Part Motion of Petitioner for Attorneys' Fees filed May 2, 2013, reversed on the merits sub nom *Regents of U.C. v. Superior Court* (2014) 222 Cal.App.4th 383, a California Public Records Act action, in which the trial court found the following hourly rates reasonable, before applying a 1.3 lodestar multiplier:

<u>Years of Experience</u>	<u>Rate</u>
31	\$785
27	600
6	400

(4) *Recouvreur v. Carreon* (N.D. Cal. 2013) 940 F.Supp.2d 1063, a Lanham Act/ sanctions fee motion, in which the court found the following hourly rate reasonable:

<u>Years of Experience</u>	<u>Rate</u>
20+	\$700

2012 Rates

(1) *In re TFT-LCD (Flat Panel) Antitrust Litigation* (N.D.Cal. 2013) No. M 07 1827 SI, MDL, No. 1827, an antitrust class action, in which the court found the following hourly rates reasonable:

Zelle Hofman

<u>Bar Admission</u>	<u>Rate</u>
1967	\$1000
1978	861
2001	619
2002	525
2005	500
2006	472
2009	417

Steyer, Lowenthal et al.

<u>Bar Admission</u>	<u>Rate 2012</u>	<u>Rate 2011</u>	<u>Rate 2010</u>
1981	\$820	\$770	\$730
1995	660	640	590
2007	380	360	320
2008	380	360	320
1982	750	710	680
Paralegal	190		

Cooper & Kirkham

<u>Bar Admission</u>	<u>Rates 2010-2012</u>
1964	\$950
1975	825
2001	550

(2) *Rosenfeld v. United States Dept. of Justice* (N.D. Cal. 2012) 904 F.Supp.2d 988, a Freedom of Information Act action, in which the court found the following hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
28	\$700
21	550
1	200
Law students	160-180

(3) *Williams v. H&R Block Enterprises, Inc.*, Alameda County Superior Ct. No. RG08366506, Order of Final Approval and Judgment filed November 8, 2012, a wage and hour class action, in which the court found the following hourly

1 rates reasonable:

<u>Year of Bar Admission</u>	<u>Rate</u>
1970	\$785
1976	775
1981	750
1993	650-700
1994-1997	500-650
2004	500
2005	470
2006	445-475
2007	450
2008	400
2009	350

11 (4) *American Civil Liberties Union v. Drug Enforcement Administration*,
12 N.D. Cal. No. C-11-01977 RS, Order Granting Motion for Attorneys' Fees and
13 Litigation Costs Pursuant to 5 U.S.C. §552, filed November 8, 2012, a Freedom of
14 Information Act case, in which the court found the following hourly rates
15 reasonable:

<u>Year of Bar Admission</u>	<u>Rate</u>
1970	\$700
1996	595
1999	575
Law Clerks	150

20 (5) *Luquetta v. The Regents of the Univ. of California*, San Francisco
21 Superior Ct. No.CGC-05-443007, Order Granting Plaintiff's Motion for Common
22 Fund Attorneys' Fees and Expenses, filed October 31, 2012, a class action to
23 recover tuition overcharges, in which the court found the following hourly rates
24 reasonable:

<u>Year of Bar Admission</u>	<u>Rate</u>
1977	\$850
1986	785
1991	750
1994	700
1998	625

2000	570
2001	550
2002	520
Law Clerks	250
Paralegals	215

(6) *Davis v. Prison Health Services* (N.D. Cal. 2012) 2012 U.S. Dist. LEXIS 138556, an individual Fair Employment and Housing Act case, in which the court found the following hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
33	\$750
29	675
4	300
6	265

2011 Rates

(1) *Pierce v. County of Orange* (C.D. Cal. 2012) 905 F.Supp.2d 1017, a civil rights class action brought by pre-trial detainees, in which the court approved a lodestar, including appellate fees, based on the following 2011 rates:

<u>Years of Experience</u>	<u>Rate</u>
42	\$850
32	825
23	625
18	625
Law Clerks	250
Paralegals	250

(2) *Davis v. Prison Health Services* (N.D. Cal. 2012) 2012 U.S. Dist. LEXIS 138556, an individual Fair Employment and Housing Act case, in which the court found the following hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
33	\$750
29	675
4	300
6	265

(3) *Holloway et. al. v. Best Buy Co., Inc.* (N.D. Cal. 2011) No. 05-5056

1 PJH, Order dated November 9, 2011, a class action alleging that Best Buy
2 discriminated against female, African American and Latino employees by denying
3 them promotions and lucrative sales positions, in which the court approved a
4 lodestar award based on the following rates:

<u>Years of Experience</u>	<u>Rate</u>
37	\$825
Associates	
8	490
6	405
Law Clerks	225
Paralegals	215

10 (3) *Molina, et al. v. Lexmark International, et al.*, Los Angeles County
11 Superior Court No. BC339177, Order Granting Petitioners' Motion for Attorneys'
12 Fees and Costs in the Amount of \$5,722,008.07, filed October 28, 2011, *aff'd*
13 (2013) 2013 Cal.App.Unpub. LEXIS 6684, a class action to recover forfeited
14 vacation pay, in which the court found the following hourly rates reasonable
15 (before applying a 2.0 multiplier):

<u>Years of Experience</u>	<u>Rate</u>
42	\$675
25	550
24	655-675
23	625
20	550
17	600
9	475
6	350
Paralegals	210
Paralegals	210

23 **2010 Rates**

24 (1) *Californians for Disability Rights, Inc., et al. v. California*
25 *Department of Transportation, et al.* (N.D.Cal. 2010) 2010 U.S.Dist.LEXIS
26 141030, adopted by Order Accepting Report and Recommendation filed February
27 2, 2011, a disability-access class action, in which the court found the following
28

2010 hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
49	\$835
34	730
26	740
25	730
19	660
10	570
9	560
7	535
6	500
5	475
3	350
2	290
1	225-265
Senior Paralegals	265
Law Clerks	175
Case Clerks	165

Rate Information from Surveys

12. I also base my opinion on several credible surveys of legal rates, including the following:

- The 2014 *Laffey Matrix* is a survey of District of Columbia hourly rates that is often relied upon in other jurisdictions, with appropriate adjustments for differences in income levels, to determine reasonable hourly rates. See, e.g., *Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695. A copy of that survey is attached hereto as Exhibit B. It shows that for attorneys with 20+ years out of law school, the prevailing market in the period between June 1, 2013, and May 31, 2014 was \$771 per hour. For lawyers with 11-19 years out of law school, the prevailing rate for the same period was \$640 per hour. The difference in the Local Pay Tables for the Washington D.C. area and the San Diego-Carlsbad-San Marcos areas are de minimis -- .03%.

- 1 • On January 13, 2014, the National Law Journal published an article
2 about its most recent rate survey. That article included a chart listing
3 the billing rates of the 50 firms that charge the highest average hourly
4 rates for partners. A true and correct copy of that article is attached
5 hereto as Exhibit C. Of the 50 firms listed, several have offices in the
6 San Diego area and many others have significant litigation experience
7 in this area. And, although the rates that Plaintiffs' counsel are
8 requesting here are significantly *lower* than many of the rates charged
9 by the top 50 firms, the NLJ chart does show the *range* of rates
10 charged for similar services, which *is* the applicable standard. *See*
11 *CHMC*, 97 Cal.App.4th at 783.
- 12 • In an article entitled "On Sale: The \$1,150-Per Hour Lawyer,"
13 written by Jennifer Smith and published in the Wall Street Journal on
14 April 9, 2013, the author describes the rapidly growing number of
15 lawyers billing at \$1,150 or more revealed in public filings and major
16 surveys. A true and correct copy of that article is attached hereto as
17 Exhibit D. The article also notes that in the first quarter of 2013, the
18 50 top-grossing law firms billed their partners at an *average* rate
19 between \$879 and \$882 per hour.
- 20 • In an article published April 16, 2012, the Am Law Daily described
21 the 2012 Real Rate Report, an analysis of \$7.6 billion in legal bills
22 paid by corporations over a five-year period ending in December
23 2011. A true and correct copy of that article is attached hereto as
24 Exhibit E. That article confirms that the rates charged by experienced
25 and well-qualified attorneys have continued to rise over the five-year
26 period between 2006 and 2011, particularly in large urban areas. It
27 also shows, for example, that the top quartile of lawyers bill at an
28 *average* of "just under \$900 per hour."

Altshuler Berzon LLP**

Paralegals	215
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Arnold Porter LLP

<u>2013 Rates:</u>	Average Partner	\$815
	Highest Partner	950
	Lowest Partner	670
	Average Associate	500
	Highest Associate	610
	Lowest Associate	345

The Arns Law Firm LLP **

<u>2014 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	37	\$950
	Law Clerks	165

Bernstein Litowitz Borger & Grossman LLP
(San Diego Office)*, **

<u>2009 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	\$725
	Associates	490-550

Bingham McCutchen

<u>2013 Rates:</u>	Average Partner	\$795
	Highest Partner	1,080
	Lowest Partner	670
	Average Associate	450
	Highest Associate	605
	Lowest Associate	185

<u>2011 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	30	\$780

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	13	\$655
	4	480
	2	400

Blood Hurst & O'Reardon*, **

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	22	\$655
	17	585

Blood Hurst & O'Reardon*, **

6	510
5	410
1	305
Paralegals	260

Burson & Fisher**

<u>2013 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	16	\$680-850
	11	680
	4	400
	3	390
	2	375
	1	300
	Law Clerks	225
	Litigation Support Specialists	180

Chavez & Gertler*

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	33	\$750
	29	725
	32	675
	21	575
	11	535
	7	475
	Legal Assistant	185

<u>2011 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	32	\$725
	28	700
	10	550
	9	510
	5	425
	Paralegals	225

Coblentz Patch & Duffy

<u>2013 Rates:</u>	<u>Year of Bar Admission</u>	<u>Rate</u>
	1979	\$720
	1994	575
	2008	320
	Paralegals/Case Clerks	295

Cohelan Khoury & Singer

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	38	\$750
	28	750
	11	400
	Paralegal	170

Cooper & Kirkham

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	48	\$950
	37	825
	11	600

Covington Burling

<u>2013 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	28	\$750
	16	670
	14	670
	7	510
	2	375
	5	490
	Litigation Support	110-355

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	27	\$730
	15	632-650
	13	650

<u>2011 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	26	\$710
	14	640
	12	600
	9	565
	7	550
	5	425
	3	390
	1	320

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	25	\$710
	13	640
	11	575-600
	8	550-565

Covington Burling

6	525-550
4	390-425
2	350-390

Farella Braun & Martell LLP

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	31	\$715

Fenwick & West

<u>2014 Rates</u>	<u>Years of Experience</u>	<u>Rate</u>
	45	\$750
	35	750
	23	725
	19	695
	5	400
	3	350
	Paralegal	125
<u>2013 Rates</u>	18	\$755
	11	595
	2	425
<u>2012 Rates</u>	40	\$865
	17	755
	10	595
	1	375

Furth Firm LLP**

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	51	\$875
	39	750
	38	600
	33	775
	25	550
	23	650
	21	625
	19	610
	18	600
	17	585
	16	570
	15	560

Furth Firm LLP**

14	550
13	525
12	515
11	510
10	505
9	500
7	460
4	435
Law Clerks	125-260

Gibson Dunn & Crutcher LLP

<u>2013 Rates:</u>	Average Partner	\$980
	Highest Partner	1,800
	Lowest Partner	765
	Average Associate	590
	Highest Associate	930
	Lowest Associate	175

Goldstein, Borgen, Dardarian & Ho**

<u>2014 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	33	\$795
	27	750
	8	500
	4	395
	3	350
	1	300
	Law Clerks/Paralegals	160-250

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	
	42	\$785
	36	750
	31	700
	18	650

	Associates	
	7	470
	6	445
<u>2011 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	
	41	\$725
	35	725

Goldstein, Borgen, Dardarian & Ho**

30	700
24	650
18	600
17	600
16	550

2010 Rates:

Years of Experience Rate

Partners

40	\$700
34	700
29	675
23	625
17	575
16	575

Of Counsel

40	725
----	-----

Associates

15	\$500
11	440
6	375
5	365
4	355
3	340
2	325
1	305

Law Clerks

Paralegals	195
	150-225

Greenberg, Traurig, LLP

2010 Rates:

<u>Years of Experience</u>	<u>Rate</u>
22	\$850

Greines, Martin, Stein & Richland

2012 Rates:

<u>Years of Experience</u>	<u>Rate</u>
41	\$850
29	850
23	650
18	500
Law Clerks	100

**Hadsell, Stormer, Keeny, Richardson &
Renick****

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	38	\$825
	33	775
	22-23	625
	17	600
	12	525
	10	425
	4	275
	3	250

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	36	\$800
	31	750
	20-21	600
	15	575
	10	475-500
	8	425
	4	325
	2	275
	1	250

Hausfeld LLP**

<u>2014 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	45	\$985
	37	935-895
	15	610-510
	14	600
	7	490
	3	370
	Paralegals	300-320
	Law Clerks	325

Irell & Manella

<u>2013 Rates:</u>		
	Average Partner	\$890
	Highest Partner	975
	Lowest Partner	800
	Average Associate	535
	Highest Associate	750
	Lowest Associate	395

1 **Janssen Malloy LLP**

2 **2014 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
33	\$775
Paralegals	175

4 **Jones Day**

5 **2013 Rates:**

Average Partner	\$745
Highest Partner	975
Lowest Partner	670
Average Associate	435
Highest Associate	775
Lowest Associate	205

9 **Kaye, McLane, Bednarski & Litt ****

10 **2013 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
44	\$925
27	725
24	725
7	525
5	475

14 **Keker & Van Nest, LLP**

15 **2010 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
Partners	
32	\$775
Other Partners	525-975
Associates	340-500
Paralegals/Support Staff	120-260

19 **Kemnitzer, Barron & Krieg**

20 **2014 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
38	\$750
32	750
8	475
3	350
Senior Paralegal	250

24 **Kiesel, Boucher, Larson LLP *, ****

25 **2012 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
Partners	
27-28	\$890

Kiesel, Boucher, Larson LLP *, **

Associates 625-325

Kingsley & Kingsley**

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	14	\$655
	8	475-515
	7	475
	6	485
	5	375
	3	350
	2	300

Kirkland & Ellis

<u>2013 Rates:</u>		
	Average Partner	\$825
	Highest Partner	995
	Lowest Partner	670
	Average Associate	540
	Highest Associate	715
	Lowest Associate	235

Knapp, Petersen & Clarke

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	36	\$753
	9	554
	6	383

Knobbe Martin Olson & Bear LLP

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	\$395-710
	Associates	285-450

Latham & Watkins

<u>2013 Rates:</u>		
	Average Partner	\$990
	Highest Partner	1,100
	Lowest Partner	670
	Average Partner	895
	Average Associate	605
	Highest Associate	725
	Lowest Associate	465

Lewis Feinberg Lee, Renaker & Jackson,
P.C.**

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	38	\$825
	29	750
	24	725
	21	700
	8	450
	7	425
	3	375
	Senior Paralegals	250
	Law Clerks	225

Litt, Estuar, & Kitson, LLP**

<u>2011 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	42	\$825
	18	625
	17	625
	5	425
	3	375
	Senior Paralegals	125-235
	Law Clerks	225

Manatt, Phelps & Phillips

<u>2013 Rates:</u>	<u>Average Partner</u>	<u>\$740</u>
	Highest Partner	795
	Lowest Partner	670
	Lowest Partner	640
<u>2010 Rates:</u>	Partners	525-850
	Associates	200-525

McKenna Long & Aldridge LLP

<u>2014 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	30	\$775
	9	650

McKenna Long & Aldridge LLP

5	420
Litigation Support Mgr.	350
Paralegals	225

Minami Tamaki LLP

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	36	\$750
	15	525
	5	395
	Paralegals	175

Morrison Foerster LLP

<u>2013 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Average Partner	\$865
	Highest Partner	1,195
	Lowest Partner	670
	Lowest Partner	595
	Average Associate	525
	Highest Associate	725
	Lowest Associate	230

<u>2011 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	22	\$775
	11	625
	10	620
	1	335

<u>2009 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	24	\$750

O'Melveny & Myers

<u>2013 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Average Partner	\$715
	Highest Partner	950
	Lowest Partner	615

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	12	\$695
	4	495

Patton Boggs

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
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Patton Boggs

Partners	
14	\$830
29	750
20	750
33	700
27	700
13	575
24	550
14	530
Of Counsel	
30	600
15	500
Associates	
9	450
7	425
3	340
2	315
Senior Paralegals	200-265
Paralegals	170

Pillsbury Winthrop Shaw Pittman LLP

<u>2013 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Average Partner	\$865
	Highest Partner	1,070
	Lowest Partner	670
	Average Associate	520
	Highest Associate	860
	Lowest Associate	375
<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	
	30	\$705-775
	Other Partners	595-965
	Associates	320-650
	Paralegals/Support Staff	85-380

Quinn Emanuel Urquhart & Sullivan

<u>2013 Rates:</u>	Average Partner	\$915
	Highest Partner	1,075
	Lowest Partner	810
	Average Associate	410

Quinn Emanuel Urquhart & Sullivan

Highest Associate	675
Lowest Associate	320

Reed Smith LLP

<u>2013 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partner	
	36	\$830
	30	805
	17	610-615
	14	570
	Associates	
	8	450-535
	6	495

Robbins Geller Rudman & Dowd LLP *, **

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	
	26	\$695
	19	575
	Associates	535-345
	Paralegals	295

Rosen, Bien, Galvan & Grunfeld LLP

<u>2013 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	
	51	\$875
	33	780
	29	660
	16	630
	Of Counsel	
	30	580
	Associates	
	20	550
	10	480
	9	465
	8	445-450
	7	440
	6	435
	5	405
	4	375

Rosen, Bien, Galvan & Grunfeld LLP

3	355
Paralegals	220-280
Litigation Support/ Paralegal clerk	170
Law Clerk/Students	250
Word Processing	80

2012 Rates:

Years of Experience Rate

Partners

50	\$860
32	760
28	640
15	610

Of Counsel

29	570
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Associates

19	540
10	470
9	460
7	400
6	400
5	380
4	360
3	340

Paralegals 215-280

Litigation Support/ 150

Paralegal clerk

Law Clerk/Students 240

Word Processing 80

2011 Rates:

Years of Experience Rate

Partners

49	\$840
31	740
27	625
14	590

Of Counsel

28	540
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Associates

18	525
11	465
10	450

Rosen, Bien, Galvan & Grunfeld LLP

9	440
8	420
6	385
5	365
4	350
3	325
2	315
Paralegals	205-275
Litigation Support/ Paralegal clerk	140-220
Law Clerk/Students	225
Word Processing	75

2010 Rates:

Years of Experience Rate

Partners

48	\$800
30	700
26	575
13	560
Of Counsel	
27	520

Associates

17	510
13	490
9	430
8	415
7	390
5	360
3	325
1	285
Paralegals	200-275
Litigation Support/ Paralegal clerk	135-220
Law Clerk/Students	190
Word Processing	70

Rudy, Exelrod, Zieff & Lowe LLP

2010 Rates:

Years of Experience Rate

Partners

42	\$725
32	725

Rudy, Exelrod, Zieff & Lowe LLP

15	625
Associates	
21	495
13	485
8	450

**Schneider Wallace Cottrell Brayton Konecky
LLP****

<u>2014 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	
	13-22	\$750
	Associates/Of Counsel	575
	20	535-345
	37	295
	10-13	650
	0-3	350-475
	Paralegals/Law Clerks	135-300

**Schonbrun, DeSimone, Seplow, Harris &
Hoffman****

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	27	\$695
	22	630

Sheppard, Mullin, Richter & Hampton

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	\$495-820
	Associates	270-620

Sidley Austin

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	
	33	\$900
	Senior Partners	1,100
	Legal Assistants	120-280

Skadden, Arps, Slate, Meagher & Flom

<u>2013 Rates:</u>	<u>Average Partner</u>	<u>\$1,035</u>
	Highest Partner	1,150
	Lowest Partner	845

1 **Skadden, Arps, Slate, Meagher & Flom**

Average Associate	620
Highest Associate	845
Lowest Associate	340

4 **Spiro Moore LLP****

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	30+	\$700
	17	600

8 **Law Offices of Michael D. Thamer**

<u>2014 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	31	\$775

10 **Townsend and Townsend and Crew**

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	\$470-475
	Associates	260-460

14 **Wilson Sonsini Goodrich & Rosati PC**

<u>2010 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	28	\$875
	Other Partners	650-975
	Associates	290-610
	Paralegals/Litigation	120-300
	Support	

19 **Zelle Hofmann Voelbel & Mason, LLP****

<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	Up to \$950
	Associates	Up to \$540
	Paralegals	Up to \$290
	Law Clerks	Up to \$250
<u>2012 Rates:</u>	<u>Years of Experience</u>	<u>Rate</u>
	Partners	
	38	\$800
	26	685
	23	650
	22	640
	Associates	
	9	500

1 **Zelle Hofmann Voelbel & Mason, LLP****

2	4	435
3	3	415
4	2	405
5	1	395
6	Paralegals	210-290

7 13. The declaration of San Diego attorneys Vincent J. Bartolotta and
8 Timothy Blood, filed with this motion, also support the rates requested here. All of
9 this evidence shows that Plaintiffs' requested rates are well within the range of
10 rates charged in this forum by comparably qualified and experienced attorneys for
11 comparably difficult work.

12 14. In my experience, fee awards are almost always determined based on
13 current rates, *i.e.*, the attorney's rate at the time a motion for fees is made, rather
14 than the historical rate at the time the work was performed. This is a common and
15 accepted practice to compensate attorneys for the delay in being paid. The hourly
16 rates set forth above are those charged where full payment is expected promptly
17 upon the rendition of the billing and without consideration of factors other than
18 hours and rates. If any substantial part of the payment were to be deferred for any
19 substantial period of time, for example, the fee arrangement would be adjusted
20 accordingly to compensate the attorneys for those factors.

21 15. If called as a witness, I could and would competently testify from my
22 personal knowledge to the facts stated herein. I declare under penalty of perjury
23 that the foregoing is true and correct. Executed this 25th day of November 2014, in
24 Berkeley, California.

25 

26 Richard M. Pearl

1 **ADDITIONAL COUNSEL FOR PLAINTIFFS AND THE CERTIFIED CLASS**

2 Timothy D. Cohelan (Bar No. 60827)

3 Michael D. Singer (Bar No. 115301)

4 COHELAN KHOURY & SINGER

5 605 "C" Street, Suite 200

6 San Diego, CA 92101

7 Telephone: (619) 595-3001

EXHIBIT A

RESUME OF RICHARD M. PEARL

RICHARD M. PEARL
LAW OFFICES OF RICHARD M. PEARL
1816 Fifth Street
Berkeley, CA 94710
(510) 649-0810
(510) 548-5074 (facsimile)
rpearl@interx.net (e-mail)

EDUCATION

University of California, Berkeley, B.A., Economics (June 1966)
Boalt Hall School of Law, Berkeley, J.D. (June 1969)

BAR MEMBERSHIP

Member, State Bar of California (admitted January 1970)
Member, State Bar of Georgia (admitted June 1970) (inactive)
Admitted to practice before all California State Courts; the United States Supreme Court; the United States Court of Appeals for the District of Columbia and Ninth Circuits; the United States District Courts for the Northern, Central, Eastern, and Southern Districts of California, for the District of Arizona, and for the Northern District of Georgia; and the Georgia Civil and Superior Courts and Court of Appeals.

EMPLOYMENT

LAW OFFICES OF RICHARD M. PEARL (April 1987 to Present): Civil litigation practice (AV rating), with emphasis on court-awarded attorney's fees, class actions, and appellate practice. Selected Northern California "Super Lawyer" in Appellate Law for 2005, 2006, 2007, 2008, 2010, 2011, 2012, 2013, and 2014.

QUALIFIED APPELLATE MEDIATOR, APPELLATE MEDIATION PROGRAM, Court of Appeal, First Appellate District (October 2000 to 2013) (program terminated).

ADJUNCT PROFESSOR, HASTINGS COLLEGE OF THE LAW (January 1988 to Present): Teach Public Interest Law Practice, a 2-unit course that focuses on the history, strategies, and issues involved in the practice of public interest law.

PEARL, McNEILL & GILLESPIE, Partner (May 1982 to March 1987): General civil litigation practice, as described above.

RICHARD M. PEARL

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CALIFORNIA RURAL LEGAL ASSISTANCE, INC. (July 1971 to September 1983) (part-time May 1982 to September 1983):

Director of Litigation (July 1977 to July 1982)

Responsibilities: Oversaw and supervised litigation of more than 50 attorneys in CRLA's 15 field offices; administered and supervised staff of 4-6 Regional Counsel; promulgated litigation policies and procedures for program; participated in complex civil litigation.

Regional Counsel (July 1982 to September 1983 part-time)

Responsibilities: Served as co-counsel to CRLA field attorneys on complex projects; provided technical assistance and training to CRLA field offices; oversaw CRLA attorney's fee cases; served as counsel on major litigation.

Directing Attorney, Cooperative Legal Services Center (February 1974 to July 1977) (Staff Attorney February 1974 to October 1975)

Responsibilities: Served as co-counsel on major litigation with legal services attorneys in small legal services offices throughout California; supervised and administered staff of four senior legal services attorneys and support staff.

Directing Attorney, CRLA McFarland Office (July 1971 to February 1974) (Staff Attorney July 1971 to February 1972)

Responsibilities: Provided legal representation to low income persons and groups in Kern, King, and Tulare Counties; supervised all litigation and administered staff of ten.

HASTINGS COLLEGE OF THE LAW, Instructor, Legal Writing and Research Program (August 1974 to June 1978)

Responsibilities: Instructed 20 to 25 first year students in legal writing and research.

CALIFORNIA AGRICULTURAL LABOR RELATIONS BOARD, Staff Attorney, General Counsel's Office (November 1975 to January 1976, while on leave from CRLA)

Responsibilities: Prosecuted unfair labor practice charges before Administrative Law Judges and the A.L.R.B. and represented the A.L.R.B. in state court proceedings.

ATLANTA LEGAL AID SOCIETY, Staff Attorney (October 1969 to June 1971)

Responsibilities: Represented low-income persons and groups as part of 36-lawyer legal services program located in Atlanta, Georgia.

RICHARD M. PEARL

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PUBLICATIONS

Pearl, *California Attorney Fee Awards, Third Edition* (Cal. Cont. Ed. Bar 2010) and February 2011, 2012, 2013, and 2014 Supplements

Pearl, *California Attorney Fee Awards, Second Edition* (Cal. Cont. Ed. Bar 1994), and 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, and 2008 Supplements

Graham v. DaimlerChrysler Corp. and *Tipton-Whittingham v. City of Los Angeles*, Civil Litigation Reporter (Cal. Cont. Ed. Bar Feb. 2005)

Current Issues in Attorneys' Fee Litigation, California Labor and Employment Law Quarterly (September 2002 and November 2002)

Flannery v. Prentice: Shifting Attitudes Toward Fee Agreements and Fee-Shifting Statutes, Civil Litigation Reporter (Cal. Cont. Ed. Bar Nov. 2001)

A Practical Introduction to Attorney's Fees, Environmental Law News (Summer 1995)

Wrongful Employment Termination Practice, Second Edition (Cal. Cont. Ed. Bar 1997) (co-authored chapter on "Attorney Fees")

California Attorney's Fees Award Practice (Cal. Cont. Ed. Bar 1982) (edited), and 1984 through 1993 Supplements

Program materials on attorney fees, prepared as panelist for CEB program on Attorneys' Fees: Practical and Ethical Considerations in Determining, Billing, and Collecting (October 1992)

Program materials on Attorney's Fees in Administrative Proceedings: California Continuing Education of the Bar, prepared as panelist for CEB program on Effective Representation Before California Administrative Agencies (October 1986)

Program materials on Attorney's Fees in Administrative Proceedings: California Continuing Education of the Bar, prepared as panelist for CEB program on Attorneys' Fees: Practical and Ethical Considerations (March 1984)

Settlers Beware/The Dangers of Negotiating Statutory Fee Cases (September 1985) Los Angeles Lawyer

Program Materials on Remedies Training (Class Actions), sponsored by Legal Services Section, California State Bar, San Francisco (May 1983)

RICHARD M. PEARL

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Attorneys' Fees: A Legal Services Practice Manual (Legal Services Corporation 1981)

PUBLIC SERVICE

Member, Attorneys' Fee Task Force, California State Bar

Chairperson, Board of Directors, California Rural Legal Assistance Foundation

REPRESENTATIVE REPORTED CASES

Alcoser v. Thomas

(2011) 2011 Cal.App.Unpub.LEXIS 1180

Boren v. California Department of Employment

(1976) 59 Cal.App.3d 250

Cabrera v. Martin

(9th Cir. 1992) 973 F.2d 735

Camacho v. Bridgeport Financial, Inc.

(9th Cir. 2008) 523 F.3d 973

Campos v. E.D.D.

(1982) 132 Cal.App.3d 961

Center for Biological Diversity v. County of San Bernardino

(2010) 185 Cal.App.4th 866

Committee to Defend Reproductive Rights v. A Free Pregnancy Center

(1991) 229 Cal.App.3d 633

David C. v. Leavitt

(D. Utah 1995) 900 F.Supp. 1547

Delaney v. Baker

(1999) 10 Cal.4th 23

Employment Development Dept. v. Superior Court (Boren)

(1981) 30 Cal.3d 256

Environmental Protection Information Center, Inc. v. Pacific Lumber Co.

(N.D. Cal. 2002) 229 F. Supp.2d 993, *aff'd* (9th Cir. 2004) 103 Fed. Appx. 627

Center for Biological Diversity

(2010)

Center for Biological Diversity

RICHARD M. PEARL

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Representative Reported Cases (cont.)

Flannery v Prentice

(2001) 26 Cal. 4th 572

Graham v. DaimlerChrysler Corp.

(2004) 34 Cal. 4th 553

Horsford v. Board of Trustees of Univ. of Calif.

(2005) 132 Cal.App.4th 359

Ketchum v. Moses

(2001) 24 Cal.4th 1122

Kievian v. Dahlberg Electronics

(1978) 78 Cal.App.3d 951, cert. denied (1979)
440 U.S. 951

Lealao v. Beneficial California, Inc.

(2000) 82 Cal.App.4th 19

Lewis v. California Unemployment Insurance Appeals Board

(1976) 56 Cal.App.3d 729

Local 3-98 etc. v. Donovan

(N.D. Cal. 1984) 580 F.Supp. 714,
Aff'd (9th Cir. 1986) 792 F.2d 762

Mangold v. California Public Utilities Commission

(9th Cir. 1995) 67 F.3d 1470

Maria P. v. Riles

(1987) 43 Cal.3d 1281

Martinez v. Dunlop

(N.D. Cal. 1976) 411 F.Supp. 5,
aff'd (9th Cir. 1977) 573 F.2d 555

McQueen, Conservatorship of

(2014) 59 Cal.4th 602 (argued for *amici curiae*)

McSomebodies v. Burlingame Elementary School Dist.

(9th Cir. 1990) 897 F.2d 974

RICHARD M. PEARL

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Representative Reported Cases (cont.)

McSomebodies v. San Mateo City School Dist.
(9th Cir. 1990) 897 F.2d 975

Molina v. Lexmark International
(2013) 2013 Cal.App. Unpub. LEXIS 6684

Moore v. Bank of America
(9th Cir. 2007) 2007 U.S. App. LEXIS 19597

Moore v. Bank of America
(S.D. Cal. 2008) 2008 U.S. Dist. LEXIS 904

Mora v. Chem-Tronics, Inc.
(S.D. Cal. 1999) 1999 U.S. Dist. LEXIS 10752,
5 Wage & Hour Cas. 2d (BNA) 1122

Nadaf-Rahrov v. Nieman Marcus Group
(2014) 2013 Cal.App. Unpub. LEXIS 6975

Pena v. Superior Court of Kern County
(1975) 50 Cal.App.3d 694

Ponce v. Tulare County Housing Authority
(E.D. Cal 1975) 389 F.Supp. 635

Ramirez v. Runyon
(N.D. Cal. 1999) 1999 U.S. Dist. LEXIS 20544

Rubio v. Superior Court
(1979) 24 Cal.3d 93 (amicus)

Sokolow v. County of San Mateo
(1989) 213 Cal. App. 3d 231

S.P. Growers v. Rodriguez
(1976) 17 Cal.3d 719 (amicus)

Tongol v. Usery
(9th Cir. 1979) 601 F.2d 1091,
on remand (N.D. Cal. 1983) 575 F.Supp. 409,
revs'd (9th Cir. 1985) 762 F.2d 727

RICHARD M. PEARL

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(1976) 17 Cal.3d 671 (amicus)

United States (Davis) v. City and County of San Francisco

(N.D. Cal. 1990) 748 F.Supp. 1416, *aff'd in part*
and revs'd in part sub nom Davis v. City and County
of San Francisco (9th Cir. 1992) 976 F.2d 1536,
modified on rehearing (9th Cir. 1993) 984 F.2d 345

United States v. City of San Diego

(S.D.Cal. 1998) 18 F.Supp.2d 1090

Vasquez v. State of California

(2008) 45 Cal.4th 243 (amicus)

Velez v. Wynne

(9th Cir. 2007) 2007 U.S. App. LEXIS 2194

REFERENCES

Furnished upon request.

September 2014

Furnished upon request

10/1/2011

EXHIBIT B

LAFFEY MATRIX

History

Easy Link

Expert Opinion

See the Matrix

Contact us

Home

Link

Year	Adjustmt Factor**	Paralegal/ Law Clerk	Years Out of Law School *				
			1-3	4-7	8-10	11-19	20 +
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., McDowell v. District of Columbia, Civ. A. No. 00-594 (RCL), LEXSEE 2001 U.S. Dist. LEXIS 8114 (D.D.C. June 4, 2001); Salazar v. Dist. of Col., 123 F.Supp.2d 8 (D.D.C. 2000).

* "Years Out of Law School" is calculated from June 1 of each year, when most law students graduate. "1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). "4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of

practice. An attorney who graduated in May 1996 would be in tier "1-3" from June 1, 1996 until May 31, 1999, would move into tier "4-7" on June 1, 1999, and tier "8-10" on June 1, 2003.

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

EXHIBIT C

\$1,000 Per Hour Isn't Rare Anymore; Nominal billing levels rise, but discounts ease blow.

The National Law Journal

January 13, 2014 Monday

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**THE NATIONAL
LAW JOURNAL**

Section: NLJ'S **BILLING SURVEY**; Pg. 1; Vol. 36; No. 20

Length: 1860 words

Byline: KAREN SLOAN

Body

As recently as five years ago, law partners charging \$1,000 an hour were outliers. Today, four-figure hourly rates for indemand partners at the most prestigious firms don't raise eyebrows-and a few top earners are closing in on \$2,000 an hour.

These rate increases come despite hand-wringing over price pressures from clients amid a tough economy. But everrising standard billing rates also obscure the growing practice of discounts, falling collection rates, and slow march toward alternative fee arrangements.

Nearly 20 percent of the firms included in The National Law Journal's annual survey of large law firm billing rates this year had at least one partner charging more than \$1,000 an hour. Gibson, Dunn & Crutcher partner Theodore Olson had the highest rate recorded in our survey, billing \$1,800 per hour while representing mobile satellite service provider LightSquared Inc. in Chapter 11 proceedings.

Of course, few law firm partners claim Olson's star power. His rate in that case is nearly the twice the \$980 per hour average charged by Gibson Dunn partners and three times the average \$604 hourly rate among partners at NLJ 350 firms. Gibson Dunn chairman and managing partner Ken Doran said Olson's rate is "substantially" above that of other partners at the firm, and that the firm's standard rates are in line with its peers.

"While the majority of Ted Olson's work is done under alternative billing arrangements, his hourly rate reflects his stature in the legal community, the high demand for his services and the unique value that he offers to clients given his extraordinary experience as a former solicitor general of the United States who has argued more than 60 cases before the U.S. Supreme Court and has counseled several presidents," Doran said.

In reviewing billing data this year, we took a new approach, asking each firm on the NLJ 350-our survey of the nation's 350 largest firms by attorney headcount-to provide their highest, lowest and average billing rates for associates and partners. We supplemented those data through public records. All together, this year's survey includes information for 159 of the country's largest law firms and reflects billing rates as of October.

The figures show that, even in a down economy, hiring a large law firm remains a pricey prospect. The median among the highest partner billing rates reported at each firm is \$775 an hour, while the median low partner rate is \$405. For associates, the median high stands at \$510 and the low at \$235. The average associate rate is \$370.

Multiple industry studies show that law firm billing rates continued to climb during 2013 despite efforts by corporate counsel to rein them in. TyMetrix's 2013 Real Rate Report Snapshot found that the average law firm billing rate increased by 4.8 percent compared with 2012. Similarly, the Center for the Study of the Legal Profession at the Georgetown University Law Center and Thomson Reuters Peer Monitor found that law firms increased their rates by an average 3.5 percent during 2013.

Richard Pearl

\$1,000 Per Hour Isn't Rare Anymore; Nominal billing levels rise, but discounts ease blow.

Of course, rates charged by firms on paper don't necessarily reflect what clients actually pay. Billing realization rates-which reflect the percentage of work billed at firms' standard rates- have fallen from 89 percent in 2010 to nearly 87 percent in 2013 on average, according to the Georgetown study. When accounting for billed hours actually collected by firms, the realization rate falls to 83.5 percent.

"What this means, of course, is that- on average-law firms are collecting only 83.5 cents for every \$1.00 of standard time they record," the Georgetown report reads. "To understand the full impact, one need only consider that at the end of 2007, the collected realization rate was at the 92 percent level."

In other words, law firms set rates with the understanding that they aren't likely to collect the full amount, said Mark Medice, who oversees the Peer Monitor Index. That index gauges the strength of the legal market according to economic indicators including demand for legal services, productivity, rates and expenses. "Firms start out with the idea of, 'I want to achieve a certain rate, but it's likely that my client will ask for discounts whether or not I increase my rate,'" Medice said.

Indeed, firms bill nearly all hourly work at discounts ranging from 5 percent to 20 percent off standard rates, said Peter Zeughauser, a consultant with the Zeughauser Group. Discounts can run as high as 50 percent for matters billed under a hybrid system, wherein a law firm can earn a premium for keeping costs under a set level or for obtaining a certain outcome, he added. "Most firms have gone to a two-tier system, with what is essentially an aspirational rate that they occasionally get and a lower rate that they actually budget for," he said.

Most of the discounting happens at the front end, when firms and clients negotiate rates, Medice said. But additional discounting happens at the billing and collections stages. Handling alternative fee arrangements and discounts has become so complex that more than half of the law firms on the Am Law 100-NLJ affiliate The American Lawyer's ranking of firms by gross revenue-have created new positions for pricing directors, Zeughauser said.

THE ROLE OF GEOGRAPHY

Unsurprisingly, rates vary by location. Firms with their largest office in New York had the highest average partner and associate billing rates, at \$882 and \$520, respectively. Similarly, TyMetrix has reported that more than 25 percent of partners at large New York firms charge \$1,000 per hour or more for contracts and commercial work.

Washington was the next priciest city on our survey, with partners charging an average \$748 and associates \$429. Partners charge an average \$691 in Chicago and associates \$427. In Los Angeles, partners charge an average \$665 while the average associate rate is \$401.

Pricing also depends heavily on practice area, Zeughauser and Medice said. Bet-the-company patent litigation and white-collar litigation largely remain at premium prices, while practices including labor and employment have come under huge pressure to reduce prices.

"If there was a way for law firms to hold rates, they would do it. They recognize how sensitive clients are to price increases," Zeughauser said. But declining profit margins-due in part to higher technology costs and the expensive lateral hiring market-mean that firms simply lack the option to keep rates flat, he said.

BILLING SURVEY METHODOLOGY

The National Law Journal's survey of billing rates of the largest U.S. law firms provides the high, low and average rates for partners and associates.

The NLJ asked respondents to its annual survey of the nation's largest law firms (the NLJ 350) to provide a range of hourly billing rates for partners and associates as of October 2013.

For firms that did not supply data to us, in many cases we were able to supplement billing-rate data derived from public records.

In total, we have rates for 159 of the nation's 350 largest firms.

Richard Pearl

\$1,000 Per Hour Isn't Rare Anymore; Nominal billing levels rise, but discounts ease blow.

Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

We used these data to calculate averages for the nation as a whole and for selected cities.

Billing Rates at the Country's Priciest Law Firms

Here are the 50 firms that charge the highest average hourly rates for partners.

Billing Rates at the Country's Priciest Law Firms

FIRM NAME	LARGEST AVERAGE		PARTNER ASSOCIATE		HOURLY HOURLY		AVERAGE	HIGH	LOW	
	U.S. OFFICE*	FULL-TIME EQUIVALENT ATTORNEYS*	RATES	RATES	RATES	RATES				
			AVERAGE		HIGH		LOW		AVERAGE	
* Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. For complete numbers, please see NLJ.com .										
** Firm did not exist in this form for the entire year.										
Debevoise & Plimpton	New York	615	\$1,055	\$1,075	\$955	\$490	\$760	\$120		
Paul, Weiss, Riffkind, Wharton & Garrison	New York	803	\$1,040	\$1,120	\$760	\$600	\$760	\$250		
Skadden, Arps, Slate, Meagher & Flom	New York	1,735	\$1,035	\$1,150	\$845	\$620	\$845	\$340		
Fried, Frank, Harris, Shriver & Jacobson	New York	476	\$1,000	\$1,100	\$930	\$595	\$760	\$375		
Latham & Watkins	New York	2,033	\$990	\$1,110	\$895	\$605	\$725	\$465		
Gibson, Dunn & Crutcher	New York	1,086	\$980	\$1,800	\$765	\$590	\$930	\$175		
Davis Polk & Wardwell	New York	787	\$975	\$985	\$850	\$615	\$975	\$130		
Willkie Parr & Gallagher	New York	540	\$950	\$1,090	\$790	\$580	\$790	\$350		
Cadwalader, Wickersham & Taft	New York	435	\$930	\$1,050	\$800	\$605	\$750	\$395		
Weil, Gotshal & Manges	New York	1,201	\$930	\$1,075	\$625	\$600	\$790	\$300		
Quinn Emanuel Urquhart & Sullivan	New York	697	\$915	\$1,075	\$810	\$410	\$675	\$320		
Wilmer Cutler Pickering Hale and Dorr	Washington	961	\$905	\$1,250	\$735	\$290	\$695	\$75		
Dechert	New York	803	\$900	\$1,095	\$670	\$530	\$735	\$395		
Andrews Kurth	Houston	348	\$890	\$1,090	\$745	\$528	\$785	\$265		
Hughes Hubbard & Reed	New York	344	\$890	\$995	\$725	\$555	\$675	\$365		
Irell & Manella	Los Angeles	164	\$890	\$975	\$800	\$535	\$750	\$395		
Proskauer Rose	New York	746	\$880	\$950	\$725	\$465	\$675	\$295		
White & Case	New York	1,900	\$875	\$1,050	\$700	\$525	\$1,050	\$220		

Richard Pearl

\$1,000 Per Hour Isn't Rare Anymore; Nominal billing levels rise, but discounts ease blow.

FIRM NAME	LARGEST U.S. OFFICE*	AVERAGE FULL-TIME EQUIVALENT ATTORNEYS*	PARTNER ASSOCIATE HOURLY HOURLY RATES RATES					
			AVERAGE	HIGH	LOW AVERAGE	HIGH	LOW	
Morrison & Foerster	San Francisco	1,010	\$865	\$1,195	\$595	\$525	\$725	\$230
Pillsbury Winthrop Shaw Pittman	Washington	609	\$865	\$1,070	\$615	\$520	\$860	\$375
Kaye Scholer	New York	414	\$860	\$1,080	\$715	\$510	\$680	\$320
Kramer Levin Naftalis & Frankel	New York	320	\$845	\$1,025	\$740	\$590	\$750	\$400
Hogan Lovells	Washington	2,280	\$835	\$1,000	\$705	-	-	-
Kasowitz, Benson, Torres & Friedman	New York	365	\$835	\$1,195	\$600	\$340	\$625	\$200
Kirkland & Ellis	Chicago	1,517	\$825	\$995	\$590	\$540	\$715	\$235
Cooley	Palo Alto	632	\$820	\$990	\$660	\$525	\$630	\$160
Arnold & Porter	Washington	748	\$815	\$950	\$670	\$500	\$610	\$345
Paul Hastings	New York	899	\$815	\$900	\$750	\$540	\$755	\$335
Curtis, Mallet-Prevost, Colt & Mosle	New York	322	\$800	\$860	\$730	\$480	\$785	\$345
Winston & Strawn	Chicago	842	\$800	\$995	\$650	\$520	\$590	\$425
Bingham McCutchen	Boston	900	\$795	\$1,080	\$220	\$450	\$605	\$185
Akin Gump Strauss Hauer & Feld	Washington	806	\$785	\$1,220	\$615	\$525	\$660	\$365
Covington & Burling	Washington	738	\$780	\$890	\$605	\$415	\$565	\$320
King & Spalding	Atlanta	838	\$775	\$995	\$545	\$460	\$735	\$125
Norton Rose Fulbright	N/A**	N/A**	\$775	\$900	\$525	\$400	\$515	\$300
DLA Piper	New York	4,036	\$765	\$1,025	\$450	\$510	\$750	\$250
Bracewell & Giuliani	Houston	432	\$760	\$1,125	\$575	\$440	\$700	\$275
Baker & McKenzie	Chicago	4,004	\$755	\$1,130	\$260	\$395	\$925	\$100
Dickstein Shapiro	Washington	308	\$750	\$1,250	\$590	\$475	\$585	\$310
Jenner & Block	Chicago	432	\$745	\$925	\$565	\$465	\$550	\$380
Jones Day	New York	2,363	\$745	\$975	\$445	\$435	\$775	\$205
Manatt, Phelps & Phillips	Los Angeles	325	\$740	\$795	\$640	-	-	-
Seward & Kissel	New York	152	\$735	\$850	\$625	\$400	\$600	\$290
O'Melveny & Myers	Los Angeles	738	\$715	\$950	\$615	-	-	-
McDermott Will & Emery	Chicago	1,024	\$710	\$835	\$525	-	-	-
Reed Smith	Pittsburgh	1,468	\$710	\$945	\$545	\$420	\$530	\$295
Dentons	N/A**	N/A**	\$700	\$1,050	\$345	\$425	\$685	\$210
Jeffer Mangels Butler & Mitchell	Los Angeles	126	\$690	\$875	\$560	-	-	-
Sheppard, Mullin,	Los Angeles	521	\$685	\$875	\$490	\$415	\$535	\$275

Richard Pearl

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FIRM NAME	LARGEST AVERAGE		PARTNER ASSOCIATE					
	U.S. OFFICE*	FULL-TIME EQUIVALENT ATTORNEYS*	HOURLY RATES	HOURLY RATES				
			AVERAGE	HIGH	LOW	AVERAGE	HIGH	LOW
Richter & Hampton	Angeles							
Alston & Bird	Atlanta	805	\$675	\$875	\$495	\$425	\$575	\$280

THE FOUR-FIGURE CLUB

These 10 firms posted the highest partner billing rates.

Gibson, Dunn & Crutcher	\$1,800
Dickstein Shapiro	\$1,250
Wilmer Cutler Pickering Hale and Dorr	\$1,250
Akin Gump Strauss Hauer & Feld	\$1,220
Kasowitz, Benson, Torres & Friedman	\$1,195
Morrison & Foerster	\$1,195
Skadden, Arps, Slate, Meagher & Flom	\$1,150
Baker & McKenzie	\$1,130
Bracewell & Giuliani	\$1,125
Paul, Weiss, Rifkind, Wharton & Garrison	\$1,120

THE FOUR-FIGURE CLUB

Contact Karen Sloan at ksloan@alm.com

SATELLITE TECHNOLOGY (67%); SUPREME COURTS (63%)

Classification

Company: GIBSON DUNN & CRUTCHER LLP (93%); LIGHTSQUARED INC (83%)

Language: ENGLISH

Publication-Type: Newspaper

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The Firms

April 16, 2012 5:20 PM

When It Comes to Billing, Latest Rate Report Shows the Rich Keep Getting Richer

Posted by Sara Randazzo

Hourly rates just keep rising—and the best-paid lawyers are raising their rates faster than everyone else.

Those are two of the key findings contained in the [2012 Real Rate Report](#), an analysis of \$7.6 billion in legal bills paid by corporations over a five-year period ending in December 2011. The report, released Monday, is the second such collaboration between TyMetrix, a company that manages and audits

legal bills for corporate legal departments, and the Corporate Executive Board.

Many of the new rate report's findings echo those contained in the 2010 study, including the fact that rates keep going up, almost across the board, and that the cost of a given matter can vary dramatically depending on a law firm's size and location and its relationship with a particular client.

At the same time, this year's study shows that the legal sector is becoming increasingly bifurcated, with top firms raising rates faster than those at the bottom of the market and large firms charging a premium price based purely on their size.

"What it's really showing is that there's an increased premium being paid for experience and expertise," says Julie Peck, vice president of strategy and market development at TyMetrix. "Some parts of the lawyer market are able to raise rates much more quickly, and are more impervious to economic forces than others."

To compile the current rate report, TyMetrix received permission from its clients to examine legal fees billed to 62 companies across 17 industries including energy, finance, retail, technology, insurance, and health care. The bills, which represent the amount actually paid by the companies in question rather than the amount initially charged, came from more than 4,000 firms in 84 metropolitan areas around the country. Every firm on the 2011 Am Law 100 is represented in the data.

The report's key data points include:

A Widening Gap: Hourly rates charged by lawyers in the legal sector's upper echelon grew faster between 2009 and 2011 than those charged by lawyers toiling on the lower rungs. Particularly striking was the jump in associate rates billed by those falling in the report's top quartile: 18 percent on average, to just over \$600 per hour. Rates billed by top quartile partners, meanwhile, rose 8 percent, to just under \$900 per hour. In the bottom quartile, associate rates rose 4 percent and partner rates rose 3 percent during the same period.

The Recession's (Minor) Toll: Even amid the economic downturn, the cost of an hour of a lawyer's time continued to rise faster than key measures of inflation. That said, the legal industry wasn't completely immune to the broader economy's slowdown. After rising 8.2 percent between 2007 and 2008, hourly rates rose just 2.3 percent in 2009. Law firms bounced back a bit last year, with rates climbing 5.1 percent, to an average of \$530 an hour.

Location Counts: Not surprisingly, lawyers working in major metropolitan areas—where, as the rate report notes, rents are typically higher—are the priciest. An address in Boston, Chicago, Los Angeles, San Francisco, or Washington, D.C., alone adds about \$161 to the hourly rate charged by an individual lawyer. Those six cities and Baltimore, Houston, Philadelphia, and San Jose are the ten U.S. markets with the highest hourly rates. With an average partner rate topping \$700 per hour and average associate rate of more than \$450 per hour, New York is the most expensive market in the country. The least expensive? Riverside, California, where the average partner bills at under \$250 per hour and associates bill at just over \$300 an hour.

In the Minority: A small group of lawyers—12 percent—bucked the trend toward higher fees and actually lowered rates between 2009 to 2011—and 3 percent trimmed rates by \$50 or more per hour. (Most of those in the rate-cutting camp were based outside the big six markets identified above.) At the other end of the spectrum, 52 percent of lawyers increased rates by between \$25 and \$200 or more per hour. Another 18 percent increased rates by less than \$25 per hour, and the final 18 percent held rates steady.

First-Year Blues: Even before the recession hit, clients balked at paying for what they considered on-the-job training for first-year associates. The latest rate report is likely to reinforce that reluctance, given its finding that using entry-level lawyers adds as much as 20 percent to the cost of a legal matter. The report offers evidence that firms may be accommodating clients on this front: The percentage of bills attributed to entry-level associates dropped from 7 percent in 2009 to 2.9 percent last year.

Ties That Bind: The more work one firm handles for a client—and the longer the client relationship extends—the higher the average rate the firm charges. For companies that paid one firm \$10 million or more in a single year, the average hourly rate paid was \$553 in 2011. By comparison, clients that limited their spending on an individual firm to \$500,000 paid that firm an average of \$319 per hour.

Four-Digit Frontier: Data has consistently shown that many lawyers hesitate to charge more than \$1,000 an hour, and in 2011 just under 3 percent of the lawyers covered by the rate report had broken that barrier. Of those, the vast majority were working in the six main legal markets identified above and 60 percent of the time, they billed in increments of one hour or less.

Playing Favorites: Across all practice areas, 90 percent of lawyers charged different clients different rates for similar types of work. (The figure for mergers and acquisitions lawyers was 100 percent.) The differences from client to client can be extreme, and were even more pronounced in the current report than in the 2010 edition. Rates charged by intellectual property specialists, for instance, had a median variance of 23.1 percent, while lawyers doing commercial and contract work showed a 18.7 percent median difference.

Who's Doing What? A closer look at law firm bills for work performed on litigation and intellectual property assignments shows that the kind of timekeeper billing on a matter varies by practice type. On patent matters, the report shows, 47 percent of hours billed on average are attributed to paralegals, and 37 percent by partners. By comparison, paralegals account for just 8 percent of the work done on labor and employment litigation hours, while partners handle 45 percent.

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Lawyer Fees Keep Growing, But Don't Believe Them. Clients Are Demanding, and Getting, Discounts

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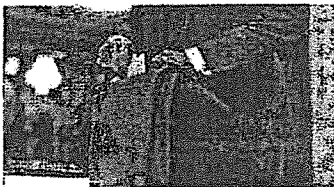
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By JENNIFER SMITH

Top partners at leading U.S. law firms are charging more than ever before, yet those hourly rates aren't all they appear to be.



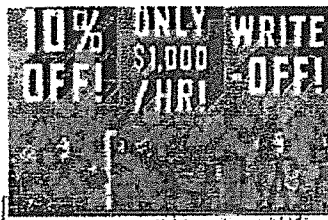
Top partners at leading U.S. law firms are charging more than ever — routinely \$1,150 or more an hour — but after discounts and write-offs the nosebleed rates aren't all they appear to be. Jennifer Smith reports. Photo: Getty Images.

Having blown past the once-shocking price tag of \$1,000 an hour, some sought-after deal, tax and trial lawyers are commanding hourly fees of \$1,150 or more, according to an analysis of billing rates compiled from public filings.

But, as law firms boost their standard rates, many are softening the blow with widespread discounts and write-offs, meaning fewer clients are paying full freight. As a result, law firms on

average are actually collecting fewer cents on the dollar, compared with their standard, or "rack," rates, than they have in years.

Think of hourly fees "as the equivalent of a sticker on the car at a dealership," said legal consultant Ward Bower, a principal at Altman Weil Inc. "It's the beginning of a negotiation.... Law firms think they are setting the rates, but clients are the ones determining what they're going to pay."



James Kobaczewski

the firm's database billed at that level in the first quarter of 2013, up from 158 a year earlier.

Star lawyers still can fetch a premium, and some of them won't budge on price. The number of partners billing \$1,150-plus an hour has more than doubled since this time last year, according to Valeo Partners, a consulting firm that maintains a database of legal rates pulled from court filings and other publicly disclosed information. More than 320 lawyers in

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That glided circle includes tax experts such as Christopher Roman of King & Spalding LLP and Todd Maynes of Kirkland & Ellis LLP, intellectual-property partner Nader A. Mousavi of Sullivan & Cromwell LLP, and deal lawyers such as Kenneth M. Schneider of Paul, Weiss, Rifkind, Wharton & Garrison LLP.

Those lawyers and their firms either declined to comment or didn't reply to requests for comment.

When corporate legal departments need a trusted hand to fend off a hostile takeover or win a critical court battle, few general counsels will nitpick over whether a key lawyer is charging \$900 an hour or \$1,150 an hour. But for legal matters where their future isn't on the line, companies are pushing for—and winning—significant price breaks.

"We almost always negotiate rates down from the rack rates," said Randal S. Milch, general counsel for phone giant Verizon Communications Inc. [VZ +0.29%] The result, he said, is a "not-insignificant discount."

For the bread-and-butter work that many big law firms rely on, haggling has become the norm. Many clients grew accustomed to pushing back on price during the recession and continue to demand discounts.

Some companies insist on budgets for their legal work. If a firm billing by the hour exceeds a set cap, lawyers may have to write off some of that time.

Other clients refuse to work with firms who don't discount, lopping anywhere from 10% to 30% off their standard rates. Some may grant rate increases to individual partners or associates they deem worthy. Another tactic: locking in prices with tailored multiyear agreements with formulas governing whether clients grant or refuse a requested rate increase.

In practical terms, that means the gap between law firms' sticker prices and the amount of money they actually bill and collect from their clients is wider than it has been in years.

According to data collected by Thomson Reuters Peer Monitor, big law firms raised their average standard rate by about 9.3% over the past three years. But they weren't able to keep up on the collection side, where the increase over the same period was just 6%. Firms that used to collect on average about 92 cents for every dollar of standard time their lawyers worked in 2007, before the economic downturn, now are getting less than 85 cents. "That's a historic low," said James Jones, a senior fellow at the Center for the Study of the Legal Profession at Georgetown Law.

To be sure, things have certainly picked up some since the recession, when some clients flat-out refused to pay rate increases.

In the first quarter of 2013, the 50 top-grossing U.S. law firms boosted their partner rates by as much as 5.7%, billing on average between \$879 and \$882 an hour, according to Valeo Partners. Rates for junior lawyers, whose labors have long been a profit engine for major law firms, jumped even more.

While some clients resisted using associate lawyers during the downturn, refusing to pay hundreds of dollars an hour for inexperienced first- or second-year attorneys, the largest U.S. law firms have managed to send the needle back up again. This year, for the first time, the average rate for associates with one to four years of experience rose to \$500 an hour, according to Valeo.

The increases continue the upward trend of 2012, when legal fees in general rose 4.8% and associate billing rates rose by 7.4%, according to a coming report by TyMetrix Legal Analytics, a unit of Wolters Kluwer, [WKL.AE +0.95%] and CEB, a research and advisory-services company. Those numbers are based on legal-spending data from more than 17,000 law firms.

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More than a dozen leaders at major law firms declined to discuss rate increases on the record, though some said privately that the increase in associate rates could be caused in part by step increases as junior lawyers gain in seniority.

Joe Sims, an antitrust partner at Jones Day and former member of the firm's partnership committee, said clients don't mind paying for associates, as long as they feel they are getting their money's worth.

Sophisticated clients, he said, tend to focus on the overall price tag for legal work, not on individual rates. "They are more concerned about how many people are working on the project and the total cost of the project," Mr. Sims said. "Clients want value no matter who is on the job."

While a handful of elite lawyers have successfully staked out the high end—the deal teams at Wachtell, Lipton, Rosen & Katz, for example—legal experts say that client pressure to control legal spending means most law firms must be considerably more flexible on price.

"There will always be some 'bet the company' problem where a client will not quibble about rates," said Mr. Jones, the Georgetown fellow. "Unfortunately, from the law firms' standpoint, that represents a small percentage of the work."

Write to Jennifer Smith at jennifer.smith@wsj.com

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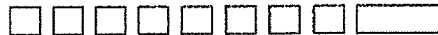
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Exhibit 4

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Exhibit 5

MARA LAW FIRM, PC, SUMMARY OF TIME AND COSTS

Eric Ward v. Learning Arts Corporation
Sacramento County Superior Court
Case No. 34-2023-00334389-CU-OE-GDS
(Consolidated with Case No. 34-2023-00336386)

Total Attorneys' Hours: 425

Total Lodestar Fees: \$313,850

Total Litigation Expenses: \$37,350.60

ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
MARA LAW FIRM, PC				
David Mara, Esq.	2004	188	\$850	\$159,800
Jill Vecchi, Esq.	2014	237	\$650	\$154,050
TOTAL:				\$313,850

LITIGATION EXPENSES	
MARA LAW FIRM, PC	\$37,350.60
TOTAL COSTS	\$37,350.60

Eric Ward v. Learning Arts Corporation
Sacramento County Superior Court
Case No. 34-2023-00334389-CU-OE-GDS
(Consolidated with Case No. 34-2023-00336386)

David Mara, Esq.

Date	Task	Duration
11-29-2022	Review potential case inquiry	0.2
11-29-2022	Research into potential defendant	1.1
12-06-2022	Draft retainer and personnel file request and send to client	0.8
12-22-2022	Interoffice Discussion About Case	1.2
12-22-2022	Conduct research	3.2
12-22-2022	Review intake notes and revise PAGA notice	1.9
01-09-2023	Review Plaintiff's personnel file	2.7
02-03-2023	Review intake notes and revise class complaint	3.1
03-07-2023	Review email from Defendant's Counsel	0.1
05-08-2023	Review and respond to email from Defendant's Counsel	0.1
05-17-2023	Review meet and confer letter	1.3
05-17-2023	Email to Defendant's Counsel responding to meet and confer letter	0.1
05-17-2023	Review email from Defendant's Counsel	0.2
05-20-2023	Review and respond to email from Defendant's Counsel	0.1
05-23-2023	Review and respond to email from Defendant's Counsel	0.1
06-29-2023	Review and respond to email from Defendant's Counsel	0.1
08-29-2023	Review documents produced and create memo	9.1
08-31-2023	Review and respond to email from mediator's office	0.1
12-05-2023	Review report from mediation expert	0.8
12-05-2023	Interoffice Email	0.2
01-02-2024	Review and respond to email from Defendant's Counsel	0.1
01-04-2024	Review documents produced	4.3
01-04-2024	Conduct research	3.7
01-04-2024	Review and revise mediation brief	3.5
01-05-2024	Review Defendant's mediation brief	2.1
01-05-2024	Conduct research	5.6
01-15-2024	Prepare for mediation	4.3
01-16-2024	Prepare for and attend mediation	7.9
01-23-2024	Review and revise discovery to propound on Defendant	1.1
02-05-2024	Review documents produced	7.6
02-05-2024	Review and respond to email from Defendant's Counsel	0.2
02-11-2024	Review and respond to email from Defendant's Counsel	0.2
02-27-2024	Review Defendant's document production	4.1
03-19-2024	Review Defendant's discovery responses	5.1
03-22-2024	Review protective order	1.4
03-22-2024	Email to Defendant's Counsel regarding Protective Order	0.1
04-22-2024	Interoffice Discussion About Case	0.3
05-08-2024	Conduct research	3.5
05-08-2024	Interoffice Discussion About Case	0.2

05-13-2024	Interoffice Discussion About Case	0.1
06-04-2024	Review documents produced	8.1
06-04-2024	Interoffice Discussion About Case	0.2
06-10-2024	Interoffice Discussion About Case	0.1
06-10-2024	Review and Revise Letter to Class Members	1.1
06-24-2024	Review documents produced	5.6
07-01-2024	Review documents produced	7.5
07-01-2024	Interoffice Discussion About Case	0.1
07-10-2024	Review documents produced	3.8
07-10-2024	Interoffice Discussion About Case	0.2
08-08-2024	Review documents produced	3.5
08-28-2024	Review documents produced	7.9
09-09-2024	Interoffice Discussion About Case	0.2
09-09-2024	Review documents produced	8.3
09-10-2024	Interoffice Email	0.1
09-30-2024	Interoffice Discussion About Case	0.2
10-08-2024	Review documents from Plaintiff	2.5
10-18-2024	Interoffice Discussion About Case	0.3
10-20-2024	Review exhibits	5.6
10-20-2024	Conduct research	2.5
10-22-2024	Review documents produced	3.2
10-22-2024	Review and revise PMQ deposition outline	4.4
10-25-2024	Review and respond to email from mediator	0.2
10-25-2024	Review and revise mediation brief	2.5
10-28-2024	Review email from mediator	0.4
10-28-2024	Review Plaintiff's deposition transcript	5.6
10-28-2024	Conduct research	1.8
10-29-2024	Prepare for and Attend Mediation	9.5
10-29-2024	Interoffice Discussion About Case	0.1
11-01-2024	Interoffice Discussion About Case	0.1
11-06-2024	Email to mediator	0.1
11-07-2024	Review email from mediator	0.3
11-08-2024	Review deposition transcript from PMQ deposition	4.6
11-21-2024	Email to financial expert	0.3
12-04-2024	Email to financial expert	0.1
12-04-2024	Review and respond to email from financial expert	0.1
12-10-2024	Meeting with financial expert	0.9
12-20-2024	Email to financial expert	0.1
12-29-2024	Review email from financial expert	0.2
02-03-2025	Meeting with financial expert	1.1
02-28-2025	Interoffice Discussion About Case	0.1
03-03-2025	Interoffice Discussion About Case	0.2
03-05-2025	Interoffice Discussion About Case	0.1
03-17-2025	Review and respond to email from mediator	0.2
04-30-2025	Review email from mediator	0.2

04-30-2025	Interoffice Email	0.1
05-01-2025	Interoffice Discussion About Case	0.2
05-12-2025	Review and Revise Settlement Agreement	2.8
06-24-2025	Review and Revise Preliminary Approval Motion and draft declaration	4.7
11-17-2025	Review and revise final approval motion and draft declaration	4.1
Matter Total		188.0

Eric Ward v. Learning Arts Corporation
Sacramento County Superior Court
Case No. 34-2023-00334389-CU-OE-GDS
(Consolidated with Case No. 34-2023-00336386)

Jill Vecchi, Esq.

Date	Task	Duration	Rate	Amount
12-6-2022	Intake with Potential Client	1.0	\$650.00	\$ 650.00
12-6-2022	Review documents provided by potential client	1.2	\$650.00	\$ 780.00
12-22-2022	Interoffice Discussion About Case	1.2	\$650.00	\$ 780.00
12-22-2022	Draft PAGA letter	2.3	\$650.00	\$ 1,495.00
01-09-2023	Review Plaintiff's personnel file	3.1	\$650.00	\$ 2,015.00
02-03-2023	Draft class complaint	2.1	\$650.00	\$ 1,365.00
02-21-2023	Review notice of CMC	0.2	\$650.00	\$ 130.00
03-07-2023	Review email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
03-15-2023	Communication with Opposing Counsel	0.3	\$650.00	\$ 195.00
03-15-2023	Email to Defendant's Counsel re: mediators	0.1	\$650.00	\$ 65.00
03-22-2023	Email to Defendant's Counsel re: mediators	0.1	\$650.00	\$ 65.00
03-30-2023	Review notice from mediator's office	0.1	\$650.00	\$ 65.00
04-02-2023	Review and respond to email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
04-10-2023	Email to Defendant's Counsel re: available mediation dates	0.1	\$650.00	\$ 65.00
04-12-2023	Review and respond to email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
04-26-2023	Email to Defendant's Counsel re: informal mediation production	0.2	\$650.00	\$ 130.00
05-08-2023	Email to Defendant's Counsel re: mediation production	0.1	\$650.00	\$ 65.00
05-15-2023	Review Defendant's meet and confer letter	1.1	\$650.00	\$ 715.00
06-29-2023	Call with Defendant's Counsel	0.3	\$650.00	\$ 195.00
08-02-2023	Email to Defendant's Counsel re: mediation production	0.1	\$650.00	\$ 65.00
08-09-2023	Download Defendant's document production	0.2	\$650.00	\$ 130.00
08-09-2023	Review documents produced	2.1	\$650.00	\$ 1,365.00
08-09-2023	Email to Defendant's Counsel	0.1	\$650.00	\$ 65.00
08-29-2023	Review documents produced and create summary to file	6.8	\$650.00	\$ 4,420.00
08-31-2023	Email to Defendant's Counsel	0.1	\$650.00	\$ 65.00
09-01-2023	Review email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
09-18-2023	Communication with Opposing Counsel	0.3	\$650.00	\$ 195.00
09-18-2023	Draft stipulation to continue CMC and consolidate	0.5	\$650.00	\$ 325.00
11-17-2023	Email to Defendant's Counsel	0.1	\$650.00	\$ 65.00
11-17-2023	Review and respond to email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
11-20-2023	Review and respond to email from mediator's office	0.1	\$650.00	\$ 65.00
12-05-2023	Review analysis from mediation expert	0.5	\$650.00	\$ 325.00
12-05-2023	Conduct research and draft mediation brief	6.5	\$650.00	\$ 4,225.00
01-02-2024	Draft joint CMC Statement	0.5	\$650.00	\$ 325.00
01-02-2024	Email to Defendant's Counsel	0.1	\$650.00	\$ 65.00
01-02-2024	Review Defendant's Edits to Joint CMC Statement	0.3	\$650.00	\$ 195.00
01-05-2024	Revise mediation brief	3.4	\$650.00	\$ 2,210.00
01-05-2024	Review Defendant's mediation brief	3.1	\$650.00	\$ 2,015.00
01-16-2024	Prepare for and attend mediation	7.9	\$650.00	\$ 5,135.00
01-18-2024	Prepare for and appear at CMC	1.2	\$650.00	\$ 780.00
01-22-2024	Draft discovery to propound on Defendant	3.2	\$650.00	\$ 2,080.00
01-25-2024	Review email from Defendant's Counsel	0.2	\$650.00	\$ 130.00
02-26-2024	Review meet and confer letter	0.1	\$650.00	\$ 65.00
02-26-2024	Download Defendant's document production	0.2	\$650.00	\$ 130.00
02-27-2024	Review Defendant's document production and create summary for file	5.3	\$650.00	\$ 3,445.00
03-06-2024	Email to Defendant's Counsel re: deposition dates	0.1	\$650.00	\$ 65.00
03-11-2024	Review email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
03-19-2024	Communication with Opposing Counsel	0.1	\$650.00	\$ 65.00
03-20-2024	Communication with Opposing Counsel	0.1	\$650.00	\$ 65.00
03-20-2024	Review Defendant's discovery responses and draft meet and confer letter	3.4	\$650.00	\$ 2,210.00
03-21-2024	Review Defendant's Edits to Belaire-West Notice	0.3	\$650.00	\$ 195.00
03-21-2024	Email to Defendant's Counsel re: Belaire-West Notice	0.1	\$650.00	\$ 65.00
03-21-2024	Review Defendant's deposition notice	0.3	\$650.00	\$ 195.00
03-22-2024	Obtain administration quotes for Belaire-West notice	0.3	\$650.00	\$ 195.00

03-22-2024	Draft CMC Statement	1.1	\$650.00	\$	715.00
03-25-2024	Finalize CMC Statement	0.1	\$650.00	\$	65.00
03-25-2024	Email to Defendant's Counsel with signed protective order	0.1	\$650.00	\$	65.00
03-27-2024	Email to Defendant's Counsel with bids from administrators for Belaire-West notice process	0.1	\$650.00	\$	65.00
03-27-2024	Review and respond to email from Defendant's Counsel	0.1	\$650.00	\$	65.00
03-27-2024	Email to administrator re: Belaire-West notice	0.2	\$650.00	\$	130.00
03-27-2024	Review email from administrator	0.5	\$650.00	\$	325.00
03-29-2024	Review notice of entry of protective order	0.2	\$650.00	\$	130.00
04-08-2024	Email to administrator re: Belaire-West notice	0.1	\$650.00	\$	65.00
04-09-2024	Email to administrator re: Belaire-West notice	0.1	\$650.00	\$	65.00
04-10-2024	Meet and Confer Over Discovery - Review Defendant's discovery responses and create email search terms and custodians	5.6	\$650.00	\$	3,640.00
04-11-2024	Meet and Confer Over Discovery - Review and finalize meet and confer letter	0.8	\$650.00	\$	520.00
04-11-2024	Communication with Opposing Counsel	0.1	\$650.00	\$	65.00
04-16-2024	Belaire West Notice - Review email from Defendant's Counsel to Administrator	0.1	\$650.00	\$	65.00
04-17-2024	Case Management Conference - Check ROA for tentative ruling	0.2	\$650.00	\$	130.00
04-18-2024	Meet and Confer Over Discovery - Review Defendant's email and respond to Defendant's email regarding providing supplemental discovery responses	0.2	\$650.00	\$	130.00
04-18-2024	Case Management Conference - Check ROA for tentative ruling	0.1	\$650.00	\$	65.00
04-18-2024	Communication with Opposing Counsel - Email to follow up on mediation dates	0.1	\$650.00	\$	65.00
04-18-2024	Case Management Conference - Read tentative ruling	0.1	\$650.00	\$	65.00
04-21-2024	Communication with Opposing Counsel	0.1	\$650.00	\$	65.00
04-22-2024	Interoffice Email	0.2	\$650.00	\$	130.00
04-22-2024	Interoffice Discussion About Case	0.3	\$650.00	\$	195.00
04-22-2024	Review phone messages from class members	0.2	\$650.00	\$	130.00
04-23-2024	Communication with Class Member	1.1	\$650.00	\$	715.00
04-23-2024	Case Administration	0.1	\$650.00	\$	65.00
04-23-2024	Review phone message from class member	0.1	\$650.00	\$	65.00
04-25-2024	Communication with Opposing Counsel	0.1	\$650.00	\$	65.00
04-26-2024	Meet and Confer Over Discovery - Prepare for and attend meet and confer call re: email search terms	0.3	\$650.00	\$	195.00
04-26-2024	Communication with Opposing Counsel re: available mediation dates	0.1	\$650.00	\$	65.00
04-26-2024	Email mediator's office	0.1	\$650.00	\$	65.00
04-26-2024	Review phone message from class member	0.1	\$650.00	\$	65.00
04-29-2024	Review email from mediator's office	0.1	\$650.00	\$	65.00
04-29-2024	Communication with Opposing Counsel	0.1	\$650.00	\$	65.00
04-29-2024	Email mediator's office	0.1	\$650.00	\$	65.00
04-29-2024	Communication with Opposing Counsel	0.1	\$650.00	\$	65.00
04-30-2024	Respond to email from mediator's office	0.2	\$650.00	\$	130.00
04-30-2024	Communication with Opposing Counsel re: mediation date	0.1	\$650.00	\$	65.00
05-08-2024	Communication with Opposing Counsel to set up a time to talk	0.1	\$650.00	\$	65.00
05-08-2024	Interoffice Discussion About Case	0.2	\$650.00	\$	130.00
05-08-2024	Communication with Opposing Counsel	0.1	\$650.00	\$	65.00
05-10-2024	Communication with Opposing Counsel	0.3	\$650.00	\$	195.00
05-10-2024	Communication with Opposing Counsel	0.1	\$650.00	\$	65.00
05-13-2024	Draft stipulation to continue class certification deadlines	0.8	\$650.00	\$	520.00
05-13-2024	Interoffice Discussion About Case	0.1	\$650.00	\$	65.00
05-13-2024	Communication with Opposing Counsel	0.1	\$650.00	\$	65.00
05-16-2024	Interoffice Email	0.1	\$650.00	\$	65.00
05-16-2024	Review weekly status report for Belaire West Notice	0.1	\$650.00	\$	65.00
05-20-2024	Review and respond to email from mediator's office	0.1	\$650.00	\$	65.00
05-23-2024	Recalendar class certification deadlines	0.1	\$650.00	\$	65.00
05-23-2024	Review email from third party administrator re: Belaire West notice process	0.1	\$650.00	\$	65.00
05-23-2024	Review email from Defendant's Counsel	0.1	\$650.00	\$	65.00
05-23-2024	Download Defendant's document production	0.8	\$650.00	\$	520.00
05-23-2024	Review documents produced and create summary to file	5.6	\$650.00	\$	3,640.00
06-04-2024	Interoffice Email	0.1	\$650.00	\$	65.00
06-04-2024	Communication with Class Member	0.1	\$650.00	\$	65.00
06-04-2024	Draft Stipulation to Continue CMC	0.3	\$650.00	\$	195.00

06-04-2024	Review and respond to email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
06-04-2024	Download Defendant's Document Production	1.0	\$650.00	\$ 650.00
06-04-2024	Interoffice Discussion About Case	0.2	\$650.00	\$ 130.00
06-04-2024	Review email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
06-05-2024	Review emails to and from Defendant's Counsel	0.1	\$650.00	\$ 65.00
06-10-2024	Draft Letter to Class Members	1.0	\$650.00	\$ 650.00
06-10-2024	Interoffice Email	0.1	\$650.00	\$ 65.00
06-10-2024	Interoffice Email	0.1	\$650.00	\$ 65.00
06-10-2024	Check ROA	0.1	\$650.00	\$ 65.00
06-10-2024	Review Defendant's Email Document Production	2.4	\$650.00	\$ 1,560.00
06-10-2024	Communication with Client	0.2	\$650.00	\$ 130.00
06-10-2024	Interoffice Discussion About Case	0.1	\$650.00	\$ 65.00
06-10-2024	Review David Mara's Edits to Letter to Class Members	0.2	\$650.00	\$ 130.00
06-10-2024	Interoffice Email	0.1	\$650.00	\$ 65.00
06-10-2024	Interoffice Email	0.1	\$650.00	\$ 65.00
06-11-2024	Review Defendant's Email Production	3.1	\$650.00	\$ 2,015.00
06-12-2024	Interoffice Email	0.1	\$650.00	\$ 65.00
06-12-2024	Review Order Granting Stipulation to Continue CMC	0.1	\$650.00	\$ 65.00
06-12-2024	Review email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
06-13-2024	Review and respond to email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
06-13-2024	Email mediator's office	0.1	\$650.00	\$ 65.00
06-26-2024	Review email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
07-01-2024	Review email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
07-01-2024	Interoffice Discussion About Case	0.1	\$650.00	\$ 65.00
07-10-2024	Interoffice Discussion About Case	0.2	\$650.00	\$ 130.00
07-15-2024	Review and respond to email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
07-29-2024	Communication with Client	0.1	\$650.00	\$ 65.00
07-30-2024	Email to Defendant's Counsel	0.1	\$650.00	\$ 65.00
08-06-2024	Communication with Client	0.1	\$650.00	\$ 65.00
08-06-2024	Communication with Client	0.1	\$650.00	\$ 65.00
08-12-2024	Email to Defendant's Counsel	0.1	\$650.00	\$ 65.00
08-13-2024	Communication with Opposing Counsel	0.1	\$650.00	\$ 65.00
08-13-2024	Communication with Client	0.1	\$650.00	\$ 65.00
08-14-2024	Email to Defendant's Counsel	0.1	\$650.00	\$ 65.00
08-15-2024	Interoffice Email	0.1	\$650.00	\$ 65.00
08-19-2024	Email to Defendant's Counsel	0.1	\$650.00	\$ 65.00
09-03-2024	Communication with Client	0.1	\$650.00	\$ 65.00
09-04-2024	Communication with Client	0.1	\$650.00	\$ 65.00
09-04-2024	Communication with Client	0.2	\$650.00	\$ 130.00
09-04-2024	Draft Deposition Objections	0.2	\$650.00	\$ 130.00
09-04-2024	Draft Amended Deposition Notice	0.2	\$650.00	\$ 130.00
09-05-2024	Prepare for Plaintiff's Deposition Prep	3.2	\$650.00	\$ 2,080.00
09-05-2024	Communication with Client	0.1	\$650.00	\$ 65.00
09-06-2024	Prepare for and Do Deposition Prep with Eric Ward	2.2	\$650.00	\$ 1,430.00
09-08-2024	Prepare for Plaintiff's Deposition Prep	0.4	\$650.00	\$ 260.00
09-08-2024	Review Mediation Production	6.4	\$650.00	\$ 4,160.00
09-09-2024	Interoffice Discussion About Case	0.2	\$650.00	\$ 130.00
09-09-2024	Prepare for Plaintiff's Deposition Prep	3.2	\$650.00	\$ 2,080.00
09-09-2024	Deposition Prep with Plaintiff	2.2	\$650.00	\$ 1,430.00
09-09-2024	Review mediation production	4.5	\$650.00	\$ 2,925.00
09-10-2024	Interoffice Discussion About Case	0.5	\$650.00	\$ 325.00
09-10-2024	Communication with Client	0.1	\$650.00	\$ 65.00
09-13-2024	Interoffice Email	0.1	\$650.00	\$ 65.00
09-17-2024	Communication with Client	0.1	\$650.00	\$ 65.00
09-20-2024	Email to Defendant's Counsel	0.1	\$650.00	\$ 65.00
09-25-2024	Prepare for and Conduct Deposition Prep of Plaintiff	1.3	\$650.00	\$ 845.00
09-30-2024	Communication with Client	0.1	\$650.00	\$ 65.00
09-30-2024	Interoffice Email	0.1	\$650.00	\$ 65.00
09-30-2024	Draft Second Amended Deposition Notice	0.2	\$650.00	\$ 130.00
09-30-2024	Interoffice Discussion About Case	0.2	\$650.00	\$ 130.00

09-30-2024	Deposition Prep with Eric Ward	0.9	\$650.00	\$	585.00
10-01-2024	Email to Defendant's Counsel	0.1	\$650.00	\$	65.00
10-01-2024	Prepare for and Prep Plaintiff for his Deposition	1.5	\$650.00	\$	975.00
10-02-2024	Interoffice Email	0.1	\$650.00	\$	65.00
10-07-2024	Communication with Client	0.1	\$650.00	\$	65.00
10-09-2024	Communication with Client	0.6	\$650.00	\$	390.00
10-09-2024	Prepare for and Prep Plaintiff for his Deposition	1.5	\$650.00	\$	975.00
10-09-2024	Draft Deposition Objections	0.3	\$650.00	\$	195.00
10-09-2024	Interoffice Email	0.1	\$650.00	\$	65.00
10-10-2024	Prepare for and Prep Plaintiff for His Deposition	0.8	\$650.00	\$	520.00
10-15-2024	Communication with Client	0.1	\$650.00	\$	65.00
10-15-2024	Prepare for Plaintiff's Deposition	0.3	\$650.00	\$	195.00
10-15-2024	Communication with Client	0.1	\$650.00	\$	65.00
10-16-2024	Travel to and Defend Plaintiff's Deposition	10.0	\$650.00	\$	6,500.00
10-18-2024	Prepare for PMQ Deposition	1.9	\$650.00	\$	1,235.00
10-18-2024	Communication with Client	0.1	\$650.00	\$	65.00
10-18-2024	Interoffice Discussion About Case	0.3	\$650.00	\$	195.00
10-19-2024	Prepare for PMQ Deposition	5.1	\$650.00	\$	3,315.00
10-19-2024	Create exhibits for use in case	4.5	\$650.00	\$	2,925.00
10-20-2024	Prepare for PMQ Deposition	3.6	\$650.00	\$	2,340.00
10-21-2024	Prepare for PMQ Deposition	6.6	\$650.00	\$	4,290.00
10-22-2024	Prepare for PMQ Deposition	7.8	\$650.00	\$	5,070.00
10-22-2024	Review and respond to email from Court Reporter's office	0.1	\$650.00	\$	65.00
10-23-2024	Prepare for PMQ Deposition	1.8	\$650.00	\$	1,170.00
10-23-2024	Take PMQ Deposition	6.2	\$650.00	\$	4,030.00
10-24-2024	Draft Mediation Brief	5.1	\$650.00	\$	3,315.00
10-24-2024	Review and respond to email from mediator	0.1	\$650.00	\$	65.00
10-27-2024	Researching Law	0.2	\$650.00	\$	130.00
10-28-2024	Review Plaintiff's deposition transcript and create summary	5.1	\$650.00	\$	3,315.00
10-28-2024	Prepare for Mediation	2.3	\$650.00	\$	1,495.00
10-28-2024	Download and review document production	0.5	\$650.00	\$	325.00
10-28-2024	Interoffice Email	0.1	\$650.00	\$	65.00
10-29-2024	Prepare for Mediation	1.1	\$650.00	\$	715.00
10-29-2024	Interoffice Discussion About Case	0.5	\$650.00	\$	325.00
10-29-2024	Attend Mediation	6.2	\$650.00	\$	4,030.00
10-29-2024	Interoffice Discussion About Case	0.1	\$650.00	\$	65.00
11-01-2024	Interoffice Discussion About Case	0.1	\$650.00	\$	65.00
11-01-2024	Communication with mediator	0.1	\$650.00	\$	65.00
11-06-2024	Review and respond to Interoffice Emails	0.5	\$650.00	\$	325.00
11-14-2024	Interoffice Email	0.1	\$650.00	\$	65.00
11-14-2024	Interoffice Email	0.1	\$650.00	\$	65.00
11-18-2024	Draft Stipulation to Continue CMC and Vacate Class Certification Dates	0.4	\$650.00	\$	260.00
11-18-2024	Communication with Client	0.1	\$650.00	\$	65.00
11-18-2024	Communication with Client	0.2	\$650.00	\$	130.00
11-18-2024	Email to Defendant's Counsel	0.1	\$650.00	\$	65.00
11-18-2024	Finalize Stipulation and File	0.2	\$650.00	\$	130.00
11-18-2024	Interoffice Email	0.1	\$650.00	\$	65.00
11-26-2024	Email to Defendant's Counsel	0.1	\$650.00	\$	65.00
01-15-2025	Interoffice Email	0.1	\$650.00	\$	65.00
02-07-2025	Communication to financial expert	0.3	\$650.00	\$	195.00
02-28-2025	Interoffice Discussion About Case	0.1	\$650.00	\$	65.00
02-28-2025	Email to financial expert	0.1	\$650.00	\$	65.00
03-03-2025	Interoffice Discussion About Case	0.2	\$650.00	\$	130.00
03-05-2025	Interoffice Discussion About Case	0.1	\$650.00	\$	65.00
03-06-2025	Draft Stipulation to Continue CMC	0.2	\$650.00	\$	130.00
03-06-2025	Email to Defendant's Counsel	0.1	\$650.00	\$	65.00
03-13-2025	Interoffice Email	0.1	\$650.00	\$	65.00
03-25-2025	Email to Defendant's Counsel	0.1	\$650.00	\$	65.00
03-26-2025	Recalendar motion to compel deadline	0.1	\$650.00	\$	65.00
04-24-2025	Draft Stipulation to Continue CMC	0.2	\$650.00	\$	130.00

04-24-2025	Interoffice Email	0.1	\$650.00	\$ 65.00
04-24-2025	Email to Defendant's Counsel	0.1	\$650.00	\$ 65.00
05-01-2025	Interoffice Email	0.1	\$650.00	\$ 65.00
05-01-2025	Interoffice Discussion About Case	0.2	\$650.00	\$ 130.00
05-01-2025	Communication with Client	0.1	\$650.00	\$ 65.00
05-01-2025	Review and respond to email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
05-05-2025	Review and Revise Settlement Administration	0.5	\$650.00	\$ 325.00
05-12-2025	Review and Revise Settlement Agreement	0.5	\$650.00	\$ 325.00
05-14-2025	Review and respond to email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
05-14-2025	Review and revise settlement agreement	0.6	\$650.00	\$ 390.00
05-14-2025	Review Defendant's Edits to Settlement Agreement	0.1	\$650.00	\$ 65.00
05-15-2025	Review and respond to email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
05-15-2025	Draft Class Notice	1.6	\$650.00	\$ 1,040.00
05-15-2025	Review email from the Court with available hearing dates	0.1	\$650.00	\$ 65.00
05-15-2025	Email to Defendant's Counsel re: Hearing Dates	0.1	\$650.00	\$ 65.00
05-15-2025	Emails to settlement administrators	0.2	\$650.00	\$ 130.00
05-15-2025	Review Defendant's Edits to Class Notice	0.1	\$650.00	\$ 65.00
05-20-2025	Email to Defendant's Counsel re: settlement administrators	0.1	\$650.00	\$ 65.00
05-20-2025	Finalize Class Notice	0.2	\$650.00	\$ 130.00
05-20-2025	Revise and finalize settlement agreement	0.2	\$650.00	\$ 130.00
05-20-2025	Review email from court re: preliminary approval hearing date	0.1	\$650.00	\$ 65.00
05-21-2025	Communication with Client	0.2	\$650.00	\$ 130.00
05-21-2025	Communication with Client	0.1	\$650.00	\$ 65.00
05-22-2025	Email to Defendant's Counsel	0.1	\$650.00	\$ 65.00
05-22-2025	Draft Plaintiff's Declaration	0.7	\$650.00	\$ 455.00
05-22-2025	Communication with Client	0.1	\$650.00	\$ 65.00
05-22-2025	Review documents produced	3.4	\$650.00	\$ 2,210.00
05-23-2025	Interoffice Email	0.1	\$650.00	\$ 65.00
05-23-2025	Recalendar Motion to Compel Deadline	0.1	\$650.00	\$ 65.00
05-27-2025	Draft Stipulation to Continue CMC	0.2	\$650.00	\$ 130.00
05-27-2025	Communication with Client	0.1	\$650.00	\$ 65.00
05-27-2025	Email to Defendant's Counsel	0.1	\$650.00	\$ 65.00
05-28-2025	Review email from Defendant's Counsel re: stipulation and motion to compel deadline	0.1	\$650.00	\$ 65.00
05-28-2025	Review email from Defendant's Counsel re: signed stipulation	0.1	\$650.00	\$ 65.00
05-28-2025	Interoffice Email	0.1	\$650.00	\$ 65.00
05-28-2025	Communication with Client	0.2	\$650.00	\$ 130.00
05-28-2025	Communication with Client	0.1	\$650.00	\$ 65.00
05-29-2025	Email to Defendant's Counsel sending signed copy of settlement agreement	0.1	\$650.00	\$ 65.00
06-03-2025	Review email from Defendant's Counsel re: fully executed settlement agreement	0.1	\$650.00	\$ 65.00
06-11-2025	Draft Preliminary Approval Motion	1.5	\$650.00	\$ 975.00
06-16-2025	Continue Drafting Preliminary Approval Motion	5.7	\$650.00	\$ 3,705.00
06-16-2025	Review and respond to email from Defendant's Counsel	0.1	\$650.00	\$ 65.00
06-16-2025	Email to settlement administrator re: declaration for filing with preliminary approval	0.1	\$650.00	\$ 65.00
06-17-2025	Continue drafting preliminary approval motion	3.5	\$650.00	\$ 2,275.00
06-17-2025	Email to Defendant's Counsel sending draft of the preliminary approval motion and proposed order granting preliminary approval	0.1	\$650.00	\$ 65.00
06-24-2025	Review Defendant's Edits to Settlement Agreement	0.1	\$650.00	\$ 65.00
06-24-2025	Leave voicemail for Defendant's Counsel	0.1	\$650.00	\$ 65.00
06-24-2025	Call with Defendant's Counsel re: preliminary approval motion	0.1	\$650.00	\$ 65.00
06-24-2025	Review and Revise Preliminary Approval Motion and Draft Supporting Documents	0.9	\$650.00	\$ 585.00
06-25-2025	Review and Finalize Preliminary Approval Motion	0.6	\$650.00	\$ 390.00
06-25-2025	Email to Defendant's Counsel re: Defendant's Declaration	0.1	\$650.00	\$ 65.00
07-17-2025	Review tentative ruling	0.3	\$650.00	\$ 195.00
07-21-2025	Revise Class Notice	0.2	\$650.00	\$ 130.00
07-21-2025	Email to Defendant's Counsel re: Revised Class Notice	0.1	\$650.00	\$ 65.00
07-23-2025	Revise proposed order and draft declaration	0.2	\$650.00	\$ 130.00
07-23-2025	Email to Defendant's Counsel sending draft of revised proposed order	0.1	\$650.00	\$ 65.00

07-24-2025	Finalize supplemental filing	0.2	\$650.00	\$	130.00
07-30-2025	Check ROA	0.1	\$650.00	\$	65.00
07-31-2025	Review tentative ruling	0.1	\$650.00	\$	65.00
08-01-2025	Get orders off of ROA	0.1	\$650.00	\$	65.00
08-01-2025	Email to Settlement Administrator with preliminary approval order, settlement agreement, and class notice	0.1	\$650.00	\$	65.00
08-01-2025	Review notifications of activity on ROA	0.1	\$650.00	\$	65.00
08-01-2025	Review and edit Notice of Entry of Order	0.1	\$650.00	\$	65.00
08-08-2025	Review and respond to email from settlement administrator re: preliminary calculations	0.2	\$650.00	\$	130.00
10-27-2025	Review weekly report	0.1	\$650.00	\$	65.00
11-14-2025	Communication with settlement administrator	0.1	\$650.00	\$	65.00
11-14-2025	Review Court's settlement checklist	0.5	\$650.00	\$	325.00
11-16-2025	Draft Final Approval Motion	5.0	\$650.00	\$	3,250.00
11-17-2025	Draft and Revise Final Approval Motion and Supporting Documents	4.1	\$650.00	\$	2,665.00
Matter Total		237.0			\$154,050.00

Eric Ward v. Learning Arts Corporation
Superior Court of Sacramento
Case Number: 34-2023-00334389-CU-OE-GDS

Costs Summary

Process Service:	\$	264.24
Court Fees:	\$	4,347.96
Mediation:	\$	17,048.65
Belaire West Notice:	\$	1,775.00
Postage:	\$	14.50
Court Reporters:	\$	3,383.00
Experts:	\$	9,987.50
Travel:	\$	529.75

TOTAL COSTS	\$	37,350.60
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Eric Ward v. Learning Arts Corporation
Superior Court of Sacramento
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Attorney Service

Date:	Company:	Description:	Invoice:	Amount:
3/7/23	One Legal	Case Initiation Documents - Process Serve	19830724	\$ 134.64
3/8/23	One Legal	Notice - Process Serve	19938495	\$ 129.60
				<u>\$ 264.24</u>

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Superior Court of Sacramento
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Court Fees

Date:	Company:	Description:	Invoice/Check No.:	Amount:
12/23/22	LWDA	PAGA Letter Upload		\$ 75.00
2/10/23	One Legal	Class - Case Initiation Documents	19778729	\$ 1,541.25
3/14/23	One Legal	Class - Proof of Service	19963638	\$ 25.50
3/15/23	One Legal	Class - Proof of Service	19968560	\$ 25.50
3/24/23	One Legal	PAGA - Case Initiation Documents	20019403	\$ 1,586.72
5/16/23	One Legal	PAGA - Notice and Acknowledgement of Receipt	20277644	\$ 61.26
7/7/23	One Legal	PAGA - Jury Fees	20706424	\$ 215.68
7/7/23	One Legal	Class - Jury Fees	20706789	\$ 215.68
9/26/23	One Legal	Class - Stipulation Filing and Process Serve	21234937	\$ 166.26
1/5/24	One Legal	Class - CMC Statement	21931338	\$ 92.66
3/25/24	One Legal	Class - CMC Statement	22525212	\$ 18.43
5/13/24	One Legal	Class - Stipulation	22888358	\$ 39.02
6/5/24	One Legal	Class - Stipulation	23053046	\$ 39.02
11/19/24	One Legal	Class - Stipulation	24162498	\$ 40.73
3/7/25	One Legal	Class - Stipulation	24864985	\$ 41.45
4/24/25	One Legal	Class - Stipulation	25232648	\$ 41.45
6/25/25	One Legal	Class - Preliminary Approval Motion	25688096	\$ 81.45
7/24/25	One Legal	Class - Revised preliminary approval order	25906827	\$ 20.45
8/1/25	One Legal	Class - Notice of entry of revised proposed order	25973469	\$ 20.45
TOTAL				<u>\$ 4,347.96</u>

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Mediation

Date:	Company:	Description:	Amount:	
5/15/2023	ADR Services, Inc	First Mediation	\$	5,505.15
10/10/2023	ADR Services, Inc	First Mediation	\$	1,543.50
6/18/2024	M Resolution	Second Mediation	\$	10,000.00
			\$	17,048.65

Eric Ward v. Learning Arts Corporation
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Legal & Factual Investigation

Date:	Company:	Description:	Amount:
9/20/24	ILYM	Belaire-West Mailing	\$ 1,837.86
			<u><u>\$ 1,837.86</u></u>

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Superior Court of Sacramento
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Postage

Date:	Company:	Description	Amount:
12/23/22	USPS	Certified Mail	\$ 7.25
12/23/25	USPS	Certified Mail	\$ 7.25
TOTAL			<u>\$ 14.50</u>

Eric Ward v. Learning Arts Corporation
Superior Court of Sacramento
Case Number: 34-2023-00334389-CU-OE-GDS

Court Reporter

Date:	Company:	Description:	Invoice:	Amount:
10/23/24	LJ Hart & Associates	Plaintiff's Deposition	24-56847	\$ 757.50
11/07/24	Esquire	PMQ Deposition	INV2946360	\$ 2,625.50
TOTAL				\$ 3,383.00

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Experts

Date:	Company:	Description:	Amount:
10/4/23	Torrey Partners	Mediation Expert	\$1,200.00
2/28/24	Stout (Formerly Torrey Partners)	Mediation Expert	\$3,787.50
1/2/25	CAAccounting	Financial Experts	\$5,000.00
			<u>\$9,987.50</u>

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Travel

Date:	Company:	Description:	Amount:	
10/16/24	Southwest Airlines	Flight for Plaintiff's Deposition	\$	407.96
10/16/24	San Diego Airport	Airport Parking to travel to Plaintiff's Deposition	\$	38.00
10/16/24	Uber	To Plaintiff's Deposition from Airport	\$	53.91
10/16/24	Uber	From Plaintiff's Deposition to Airport	\$	29.88
			\$	529.75

Exhibit 6

David Mara
Grace Campbell
Taylor Hanks
Jill Vecchi
Joann B. Gerrity
Matthew Crawford
Taylor Getman



2650 Camino Del Rio North
Suite 302, San Diego, CA 92108
Phone: (619) 234-2833
Fax: (619) 234-4048

MaraLawFirm.com

December 23, 2022

Via Upload to the LWDA Website and U.S. Certified Mail

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

TO: California Labor and Workforce Development Agency; Learning Arts Corporation

Eric Ward, on behalf of himself, others similarly situated, and the general public v. Learning Arts Corporation

Factual Statement and Theories of Labor Code Violations

Eric Ward is formerly employed by Learning Arts Corporation (“LEARNING ARTS”) as a non-exempt employee in Citrus Heights, California. Mr. Ward performed services for LEARNING ARTS in Sacramento County. Mr. Ward’s employment with LEARNING ARTS ended on or about November 3, 2022.

Mr. Ward gives notice of his intent to file a lawsuit for violations of the Private Attorneys General Act of 2004 (“PAGA”) for LEARNING ARTS’ failure to comply with California’s wage and hour requirements on behalf of himself and similarly aggrieved employees.

LEARNING ARTS works with children within the autism spectrum and their families. LEARNING ARTS has multiple facilities throughout California. LEARNING ARTS employs hourly non-exempt employees, such as Mr. Ward, to work at its facilities.

I. LEARNING ARTS Fails to Pay All Straight Time Wages Owed

It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* sections 218 and 218.5 provide a right of action for nonpayment of wages. *California Labor Code* section 222 prohibits the withholding of part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* section 1197 prohibits the payment of less than the minimum wage. *California Labor Code* section 1194 states that an employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage. *California Labor Code* section 1194.2 states that an employee receiving less than the legal minimum wage is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest

thereon. *California Labor Code* section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not have the effect of reducing the agreed upon wage.

LEARNING ARTS has a continuous policy of not paying Mr. Ward and the aggrieved employees for all hours worked. Specifically, LEARNING ARTS has a continuous and consistent policy of requiring employees to work after clocking out. Mr. Ward and the aggrieved employees are not paid for the time they work after clocking out for the day. For example, Mr. Ward would have to help vendors that arrived after he clocked out. He would also have to attend to any issues that arose after he clocked out such as clogged toilets in the bathrooms. In addition, Mr. Ward would unlock the property, including the side gate and shed before clocking in.

Further, Mr. Ward and the aggrieved employees are not relieved of all duties during their meal periods. Mr. Ward and the aggrieved employees would have to keep their work phones on and with them during their meal periods. Defendant calls and/or otherwise contacts Mr. Ward and the aggrieved employees while they are on unpaid meal periods. For example, Defendant calls Mr. Ward to come back to work during his meal period to clean up spills and messes, to open the closet to get snacks for kids, to help vendors that showed up during his meal period time, or to help kids that needed assistance. Thus, Mr. Ward and the aggrieved employees are owed wages for meal period time during which they are subject to Defendant's control and during which they are not free from all work duties.

LEARNING ARTS committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Mr. Ward and the aggrieved employees. LEARNING ARTS acted with malice or in conscious disregard of Mr. Ward' and the aggrieved employees' rights.

These claims are for Mr. Ward and all similarly situated non-exempt employees who worked for LEARNING ARTS in California.

Mr. Ward, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE). This includes each of the following, as set forth in *Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 510 and 1194.

II. LEARNING ARTS Fails to Pay All Overtime Wages Owed

It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* section 510 states that eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

California Labor Code section 510 dictates that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition,

any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

LEARNING ARTS failed to pay overtime when Mr. Ward and the aggrieved employees worked over eight (8) hours per day and when employees worked over forty (40) hours per week. LEARNING ARTS failed to pay Mr. Ward and the aggrieved employees for all hours worked, including hours worked over eight (8) hours in a day and forty (40) hours in a week.

Mr. Ward and the aggrieved employees were deprived of wages for all overtime hours worked because LEARNING ARTS failed to pay them overtime wages for all overtime hours worked. This resulted in Mr. Ward and the aggrieved employees not being paid all overtime wages owed to them.

LEARNING ARTS has a continuous policy of not paying Mr. Ward and the aggrieved employees for all hours worked. Specifically, LEARNING ARTS has a continuous and consistent policy of requiring employees to work after clocking out. Mr. Ward and the aggrieved employees are not paid for the time they work after clocking out for the day. For example, Mr. Ward would have to help vendors that arrived after he clocked out. He would also have to attend to any issues that arose after he clocked out such as clogged toilets in the bathrooms. In addition, Mr. Ward would unlock the property, including the side gate and shed before clocking in. When Mr. Ward and the aggrieved employees work over eight hours in a shift, these unpaid hours must be compensated at an overtime rate.

Further, Mr. Ward and the aggrieved employees are not relieved of all duties during their meal periods. Mr. Ward and the aggrieved employees would have to keep their work phones on and with them during their meal periods. Defendant calls and/or otherwise contacts Mr. Ward and the aggrieved employees while they are on unpaid meal periods. For example, Defendant calls Mr. Ward to come back to work during his meal period to clean up spills and messes, to open the closet to get snacks for kids, to help vendors that showed up during his meal period time, or to help kids that needed assistance. Thus, Mr. Ward and the aggrieved employees are owed wages for meal period time during which they are subject to Defendant's control and during which they are not free from all work duties. When Mr. Ward and the aggrieved employees work over eight hours in a shift, these unpaid hours must be compensated at an overtime rate.

Further, Mr. Ward and the aggrieved employees are informed and believe and thereon allege that LEARNING ARTS breached the legal duty to pay full wages to Mr. Ward by failing to pay Mr. Ward and similarly aggrieved employees for meal period time when Mr. Ward and the aggrieved employees were not relieved of all duties and employer control. When Mr. Ward and the aggrieved employees work over eight hours in a shift, these unpaid hours must be compensated at an overtime rate.

Mr. Ward and the aggrieved employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

These claims are for Mr. Ward and all similarly situated non-exempt employees who worked for LEARNING ARTS in California.

Mr. Ward, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE) for violations of *California Labor Code* section 510.

III. LEARNING ARTS Failed to Provide Lawful Meal Periods

Under *California Labor Code* section 512 no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of not less than thirty (30) minutes.

LEARNING ARTS breached the legal duty to provide meal periods to employees by failing to provide employees with meal periods within the timeframes outlined by California law. Specifically, LEARNING ARTS failed to provide Mr. Ward and the aggrieved employees with meal periods within the first five continuous hours of work.

Further, LEARNING ARTS fails to provide a suitable rest area to employees. Techs would perform sessions in the breakroom thereby depriving employees of the ability to use the breakroom during their breaks. This forced Mr. Ward and the aggrieved employees to have to take their meal periods in their cars.

In addition, Mr. Ward and the aggrieved employees are not relieved of all duties during their meal periods. Mr. Ward and the aggrieved employees would have to keep their work phones on and with them during their meal periods. Defendant calls and/or otherwise contacts Mr. Ward and the aggrieved employees while they are on unpaid meal periods. For example, Defendant calls Mr. Ward to come back to work during his meal period to clean up spills and messes, to open the closet to get snacks for kids, to help vendors that showed up during his meal period time, or to help kids that needed assistance.

Alternatively, LEARNING ARTS breached the legal duty to provide meal periods to employees by imposing a continuous and consistent policy requiring Mr. Ward and the aggrieved employees to work through their meal periods to satisfy the demanding workload duties imposed by LEARNING ARTS, thereby denying Mr. Ward and the aggrieved employees of the right to be completely free from employer control under California law.

Further, LEARNING ARTS instituted a consistent policy/practice of not providing second meal periods to Mr. Ward and all aggrieved employees and/or providing compensation in lieu thereof. Specifically, Mr. Ward and the aggrieved employees are required to work over ten-hour shifts but

never received second meal periods.

By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, LEARNING ARTS willfully violated the provisions of *Labor Code* sections 226.7 and 512.

These claims are for Mr. Ward and all similarly situated non-exempt employees who worked for LEARNING ARTS in California.

Mr. Ward, as a non-exempt employee who unlawfully was deprived of first and second meal periods, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Ward has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 for violations of *Labor Code* sections 226.7 and 512.

IV. LEARNING ARTS Failed to Provide Lawful Rest Periods

LEARNING ARTS has had a consistent policy and/or practice of not providing duty free paid ten-minute paid rest periods for every four hours worked, or a major fraction thereof, to Mr. Ward and the aggrieved employees.

Industrial Welfare Commission Order No. 5-2001 section 12(A) states "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work week period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten minutes net rest time per four hours or major fraction thereof."

LEARNING ARTS has had a consistent policy and/or practice of not providing paid rest periods to Mr. Ward and all aggrieved employees and/or providing compensation in lieu thereof. Specifically, Mr. Ward and the aggrieved employees are required to work over ten-hour shifts but never received first, second, third, or fourth rest breaks.

Further, LEARNING ARTS fails to provide a suitable rest area to employees. Techs would perform sessions in the breakroom thereby depriving employees of the ability to use the breakroom during their breaks. This forced Mr. Ward and the aggrieved employees to have to take their rest periods in their cars.

In addition, LEARNING ARTS did not allow Mr. Ward or the aggrieved employees to leave the premises during rest periods. LEARNING ARTS required employees to sign out every time they left the premises. Employees are only allowed to sign out and leave the premises if they are clocked out. As rest breaks are paid time, employees were not allowed to clock out and sign out to leave the premises.

In addition, Mr. Ward and the aggrieved employees are not relieved of all duties during their rest periods. Mr. Ward and the aggrieved employees would have to keep their work phones on and with them during their rest periods. Defendant calls and/or otherwise contacts Mr. Ward and the aggrieved employees while they are on rest periods. For example, Defendant calls Mr. Ward to

come back to work during his rest period to clean up spills and messes, to open the closet to get snacks for kids, to help vendors that showed up during his rest period time, or to help kids that needed assistance.

Alternatively, LEARNING ARTS breached the legal duty to provide rest periods to employees by imposing a continuous and consistent policy of requiring Mr. Ward and the aggrieved employees to work through their rest periods to satisfy the demanding workload duties imposed by LEARNING ARTS, thereby denying Mr. Ward and the aggrieved employees of the right to be completely free from employer control under California law.

By failing to provide rest periods for every four hours or major fraction thereof worked per day by non-exempt employees, and by failing to provide compensation for these unprovided rest periods, as alleged above, LEARNING ARTS willfully violated the provisions of *Labor Code* section 226.7 and Industrial Welfare Commission Order No. 5-2001 section 12(A).

These claims are for Mr. Ward and all similarly situated non-exempt employees who worked for LEARNING ARTS in California.

Mr. Ward, as a non-exempt employee who was unlawfully deprived of paid ten-minute rest periods, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Ward has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 and Industrial Welfare Commission Order No. 5-2001 section 20 for violations of *Labor Code* section 226.7 and Industrial Welfare Commission Order No. 5-2001 section 12(A).

V. LEARNING ARTS Failed to Pay All Wages Due at Termination and During Employment

LEARNING ARTS willfully failed to pay, in a timely manner, wages owed to the aggrieved employees who left LEARNING ARTS' employ or who were terminated.

The aggrieved employees who ended their employment with LEARNING ARTS during the last year were entitled to be promptly paid all lawful compensation, and other premiums, as required by *Labor Code* sections 201 through 203.

At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two hours thereafter, unless the employee has given seventy-two hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, LEARNING ARTS intentionally and willfully failed to pay the aggrieved employees who are no longer employed by LEARNING ARTS their wages, that were earned and unpaid, within seventy-two hours of their leaving LEARNING ARTS' employ.

Mr. Ward's employment with LEARNING ARTS ended on or about November 3, 2022.

LEARNING ARTS has a continuous policy of not paying Mr. Ward and similarly aggrieved employees for all hours worked. Specifically, LEARNING ARTS has a continuous and consistent policy of requiring employees to work after clocking out. Mr. Ward and the aggrieved employees are not paid for the time they work after clocking out for the day. For example, Mr. Ward would have to help vendors that arrived after he clocked out. He would also have to attend to any issues that arose after he clocked out such as clogged toilets in the bathrooms. In addition, Mr. Ward would unlock the property, including the side gate and shed before clocking in.

Further, Mr. Ward and the aggrieved employees are not relieved of all duties during their meal periods. Mr. Ward and the aggrieved employees would have to keep their work phones on and with them during their meal periods. Defendant calls and/or otherwise contacts Mr. Ward and the aggrieved employees while they are on unpaid meal periods. For example, Defendant calls Mr. Ward to come back to work during his meal period to clean up spills and messes, to open the closet to get snacks for kids, to help vendors that showed up during his meal period time, or to help kids that needed assistance. Thus, Mr. Ward and the aggrieved employees are owed wages for meal period time during which they are subject to Defendant's control and during which they are not free from all work duties.

Mr. Ward and the aggrieved employees are informed and believe and thereon allege that LEARNING ARTS breached the legal duty to pay full wages to Mr. Ward by failing to pay Mr. Ward and similarly aggrieved employees for meal period time when Mr. Ward and the aggrieved employees were not relieved of all duties and employer control.

LEARNING ARTS' failure to pay the aggrieved employees who are no longer employed by LEARNING ARTS their wages, that were earned and unpaid, within seventy-two hours of their leaving LEARNING ARTS' employ, is in violation of *California Labor Code* sections 201 and 202.

California Labor Code section 203 provides that when an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until action is commenced; but the wages shall not continue for more than thirty (30) days.

These claims are for Mr. Ward and all similarly situated non-exempt employees who worked for LEARNING ARTS in California.

Mr. Ward, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in *Labor Code* section 2699.5 for violations of sections 201 through 203.

VI. LEARNING ARTS Failed to Pay Employees Twice Per Month

Section 204(a) of the *California Labor Code* required LEARNING ARTS to pay Mr. Ward and

the aggrieved employees twice during each calendar month.

Labor Code section 204 subdivision (a) provides “[a]ll wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month shall be paid for between the 1st and 10th day of the following month.” For pay periods other than the 1st through the 15th and the 16th through the final day of the month, wages must be paid within seven (7) calendar days of the end of the payroll period in which the wages were earned. Cal. Lab. Code Section 204(d).

During the relevant time period, LEARNING ARTS intentionally and willfully failed to pay Mr. Ward and the aggrieved employees their wages, that were earned and unpaid, twice during each calendar month. Alternatively, LEARNING ARTS failed to pay wages earned within seven (7) calendar days of the end of the payroll period in which the wages were earned.

LEARNING ARTS’ failure to pay Mr. Ward and the aggrieved employees their wages, that were earned and unpaid, twice during each calendar month and/or within seven (7) calendar days of the end of the payroll period in which the wages were earned, is in violation of *California Labor Code* section 204.

These claims are for Mr. Ward and all similarly situated non-exempt employees who worked for LEARNING ARTS in California.

Mr. Ward, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following, as set forth in *Labor Code* section 2699.5 for violations of section 204.

VII. LEARNING ARTS’ Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions

Section 226(a) of the *California Labor Code* requires LEARNING ARTS to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Mr. Ward and the aggrieved employees.

California Labor Code section 226 subdivision (a) requires that LEARNING ARTS, at the time of each payment of wages, “furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is

the employer...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate and the corresponding number of hours worked at each hourly rate by the employee...”

Labor Code section 226, subdivision (a) also requires that “deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California” to itemize in wage statements and to accurately report the total hours worked and total wages earned.

In addition, *Labor Code* section 204(b) requires that “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.” An employer complies with section 226(a) “if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in the subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.”

LEARNING ARTS has knowingly and intentionally failed to comply with *Labor Code* section 226(a) on each and every wage statement provided to Mr. Ward and the other aggrieved employees.

LEARNING ARTS knowingly and intentionally does not include the accurate name of the legal entity that is the employer on its wage statements. On April 22, 2019, “Teaching Autistic Children, Inc.” changed its name to “Learning Arts Corporation.” Yet, Mr. Ward’s and the aggrieved employees’ wage statements list “Teaching Autistic Children Inc.” as the employer.

In every pay period during the period of the relevant statute of limitations, LEARNING ARTS knowingly and intentionally did not itemize the total hours worked on wage statements as *Labor Code* section 226, subsection (a), requires. LEARNING ARTS has a continuous policy of not paying Mr. Ward and similarly aggrieved employees for all hours worked. Specifically, LEARNING ARTS has a continuous and consistent policy of requiring employees to work after clocking out. Mr. Ward and the aggrieved employees are not paid for the time they work after clocking out for the day. For example, Mr. Ward would have to help vendors that arrived after he clocked out. He would also have to attend to any issues that arose after he clocked out such as clogged toilets in the bathrooms. In addition, Mr. Ward would unlock the property, including the side gate and shed before clocking in. Further, Mr. Ward and the aggrieved employees are not relieved of all duties during their meal periods. Mr. Ward and the aggrieved employees would have to keep their work phones on and with them during their meal periods. Defendant calls and/or otherwise contacts Mr. Ward and the aggrieved employees while they are on unpaid meal periods. For example, Defendant calls Mr. Ward to come back to work during his meal period to clean up spills and messes, to open the closet to get snacks for kids, to help vendors that showed up during his meal period time, or to help kids that needed assistance. Thus, Mr. Ward and the aggrieved employees are owed wages for meal period time during which they are subject to Defendant’s control and during which they are not free from all work duties.

Throughout the statutory period, as a result of the knowing and intentional failure by LEARNING ARTS to comply with itemized employee wage statement provisions, Mr. Ward and the aggrieved employees have been able to reconstruct only a reasonable estimate of the hours worked and have, therefore, not received full compensation.

These claims are for Mr. Ward and all similarly situated non-exempt employees who worked for LEARNING ARTS in California.

Mr. Ward, as a non-exempt employee who LEARNING ARTS failed to provide accurate and itemized wage statements, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Ward has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 for violations of *Labor Code* section 226.

VIII. LEARNING ARTS Underpaid Employees Every Pay Period

Section 558(a) of the *California Labor Code* subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty for every pay period for which the employee was underpaid, which includes the underpaid wages related to each violation.

Every pay period, LEARNING ARTS failed to pay employees the legal minimum wage in violation of *California Labor Code* section 1197.1, and employees are entitled to underpaid wages pursuant to Section 558(a).

LEARNING ARTS has had a continuous policy of not paying Mr. Ward and similarly aggrieved employees for all hours worked, as outlined above.

Every pay period, LEARNING ARTS failed to pay overtime when employees worked over eight (8) hours per day and when employees worked over 40 hours per week in violation of *California Labor Code* section 510, and employees are entitled to underpaid overtime wages pursuant to Section 558(a).

Every pay period, LEARNING ARTS has had a consistent policy and/or practice of not providing meal periods to Mr. Ward and all aggrieved employees and/or providing compensation in lieu thereof in violation of *California Labor Code* section 512, and employees are entitled to underpaid meal period premium wages pursuant to Section 558(a).

Every pay period, LEARNING ARTS has had a consistent policy and/or practice of not providing rest periods to Mr. Ward and the aggrieved employees and/or providing compensation in lieu thereof, and employees are entitled to underpaid rest period premium wages pursuant to Section 558(a).

Mr. Ward and the aggrieved employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

These claims are for Mr. Ward and all similarly situated non-exempt employees who worked for LEARNING ARTS in California.

Mr. Ward, as a non-exempt employee who unlawfully was underpaid every pay period during his employment, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Ward has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Labor Code* section 558(a) for violations of *Labor Code* sections 510 and 512 and California's labor laws.

IX. LEARNING ARTS Failed to Provide Paid Sick Days

Section 246(a) of the Labor Code requires "an employee who, on or after July 1, 2015, works in California for the same employer for thirty (30) or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section. *Labor Code* section 246, subdivision (b)(1), provides, in pertinent part, "an employee shall accrue paid sick days at the rate of not less than one hour per every thirty (30) hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later."

LEARNING ARTS failed to provide paid sick days for all hours worked. LEARNING ARTS's failure to provide Mr. Ward and the aggrieved employees paid sick days violates *Labor Code* section 247.5

Pursuant to *Labor Code* section 248.5, when an employer fails to provide paid sick days in accordance with section 246, and when an employer fails to maintain any records documenting hours worked and paid sick days accrued in accordance with section 247.5, the person acting "on behalf of the public as provided for under applicable state law shall, upon prevailing, be entitled only to equitable, injunctive, or restitutionary relief, and reasonable attorney's fees and costs."

LEARNING ARTS fails to provide paid sick days in accordance with these provisions.

These claims are for Mr. Ward and all similarly situated non-exempt employees who worked for LEARNING ARTS in California.

Mr. Ward, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in *Labor Code* section 2699.5 for violations of section 246 and 247.5.

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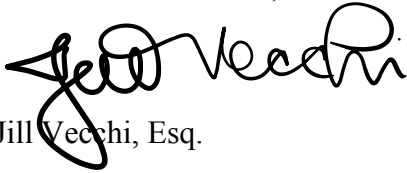
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X. Conclusion

If after 65 days from the date of this letter, the LWDA does not take action or declines to intervene, Mr. Ward will file a complaint alleging PAGA violations, as described above.

Respectfully submitted,
MARA LAW FIRM, PC

A handwritten signature in black ink, appearing to read "Jill Vecchi". The signature is fluid and cursive, with a large initial "J" and a stylized "V".

Jill Vecchi, Esq.

Attn: PAGA Administrator
California Labor and Workforce Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
Via Web Submission

Thomas D. Walker
5530 Birdcage Street
Suite 100
Citrus Heights, CA 95610
Agent for Service of Process for Learning Arts Corporation
Via Certified Mail

Learning Arts Corporation
6400 Tupelo Drive
Citrus Heights, CA 95621
Via Certified Mail

1 **Case Name: Eric Ward v. Learning Arts Corporation**

2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

4 I am employed in the County of: San Diego, State of California.

5 I am over the age of 18 and not a party to the within action; my business address is:
6 2650 Camino Del Rio N. Suite 302, San Diego, CA 92108

7 On December 23, 2022, I served the foregoing document(s) described as:

8 **NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION**
9 **2699.3**

10 On interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

11 Thomas D. Walker
12 5530 Birdcage Street
13 Suite 100
14 Citrus Heights, CA 95610
15 Agent for Service of Process for Learning
16 Arts Corporation
17 (Via Certified Mail)

Attn: PAGA Administrator
**California Labor and Workforce
Development Agency**
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(Via Electronic Filing)

15 Learning Arts Corporation
16 6400 Tupelo Drive
17 Citrus Heights, CA 95621
(Via Certified Mail)

18 **[XX] (BY UNITED STATES CERTIFIED MAIL)** On December 23, 2022, I enclosed the
19 documents in a sealed envelope or package addressed to the persons at the addresses
20 named above and deposited the sealed envelope with the United States Postal Service,
with the postage fully prepaid.

21 **[XX] (BY ELECTRONIC SUBMISSION)** On December 23, 2022, I caused the documents to
22 be sent to the persons at the electronic notification addresses of the parties named above. I
did not receive, within a reasonable time after the transmission, any electronic message or
other indication that the transmission was unsuccessful.

23 **[XX] (DECLARATION)** I declare under penalty of perjury under the laws of the State of
24 California that the above is true and correct.

25 Dated: December 23, 2022

26 
27 Mathew Adame
28

Matthew Adame

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Friday, December 23, 2022 9:36 AM
To: Matthew Adame
Subject: Thank you for submission of your PAGA Case.

12/23/2022

LWDA Case No. LWDA-CM-925855-22
Law Firm : Mara Law Firm
Plaintiff Name : Eric Ward
Employer: Learning Arts Corporation
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

Exhibit 7