J. KIRK DONNELLY (SBN 179401)
LAW OFFICES OF J. KIRK DONNELLY, APC
2173 Salk Ave., Suite 250
San Diego, CA 92008
Tel. (760) 209-5894
kdonnelly@jkd-law.com

Counsel for Plaintiff
RODIN ULLOA ULLOA

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

RODIN ULLOA ULLOA, individually, and on behalf of all others similarly situated,

Plaintiff,

vs. REUSEO, LLC, a California limited liability company, JAMES CASTELLO, an individual, and DOES 1 through 50, inclusive,

Defendants.

CASE NO. CGC-25-626049

Assigned for All Purposes to:
Hon. Jeffrey Ross
Dept. 613

DECLARATION OF J. KIRK DONNELLY IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND COSTS

Date: December 4, 2026
Time: 11:00 a.m.
Dept.: 613

DECLARATION OF J. KIRK DONNELLY

I, J. KIRK DONNELLY, Declare:

1. I am an attorney duly licensed to practice in California and before this Court, and I am the principal of the Law Offices of J. Kirk Donnelly, APC, counsel of record for plaintiff Rodin Ulloa-Ulloa. I make this declaration in support of Plaintiff's Motion for Final Approval of Class Action Settlement and Request for Attorney's Fees and Costs. If called to testify as to the within facts, I would and could competently do so.

FACTUAL BACKGROUND AND PROCEDURAL POSTURE

2. Defendant Reuseo creates tailored waste management plans by increasing recycling and composting and assists its clients with complying with various municipal laws and regulations regarding waste disposal. Reuseo sends work crews to hotels, condominiums, and apartment buildings/complexes in the San Francisco area to sort trash – per Reuseo's website "each bag is ripped open and dug through to make sure every trash item goes in the right bin to guarantee that the recycling, compost and landfill are up to compliance standard. Crews further ensure trash areas are clean and organized." Plaintiff worked for Defendant as an hourly-paid crew member for several months in 2025. At all times he was a full-time employee and frequently worked shifts over 8 hours per day.

3. Plaintiff alleges a number of wage and hour violations by Defendant. First, he alleges Reuseo failed to pay all wages due, including overtime wages, and he contends Defendant failed to properly record and pay for all hours worked and on occasion failed pay daily overtime wages when employees worked over 8 hours in a shift. Next, Plaintiff alleges Reuseo failed to provide timely and uninterrupted duty-free meal and rest periods. Plaintiff also argues that, in addition to maintaining non-compliant written meal and rest break policies, review of the time and payroll data provided by Defendant suggests significant de facto break violations for late, short, or missed meal breaks. Plaintiff also alleged he and the Class Members were required to use their personal cell phones without any reimbursement. Finally, Plaintiff alleges derivative violations for failing to provide accurate itemized wage statements and failing to timely pay wages upon separation of employment.

4. Based on these allegations, Plaintiff filed his class action complaint against Reuseo on or about June 6, 2025. Plaintiff also submitted his written notice to the LWDA and to Defendants, on July 14, 2025. After service of the complaint, Defendant answered and then submitted a request to deem the matter complex, which the Court approved on November 14, 2025. Plaintiff filed his First Amended Complaint adding a PAGA cause of action on March 10, 2026, and the FAC is the operative pleading.

5. Once the matter was at issue and deemed complex, Plaintiff served an initial round of written discovery. The Parties then began meeting and conferring on discovery, potential law and motion, and other case management issues, and ultimately agreed to attempt early mediation. The Parties also agreed to undertake an informal exchange of information in order to be able to engage in meaningful settlement negotiations. Accordingly, Defendant produced, and Plaintiff reviewed, documents and information regarding Reuseo's payroll practices, pay stubs and time records for a sampling of Class Members, meal and rest break policies, etc., and information from Defendant regarding class size and breakdown of job positions, work weeks, rates of pay, and other information used to formulate a damages model.

6. The Parties then engaged in extensive informal discovery to facilitate an exchange of information necessary to engage in a meaningful mediation. The Parties then engaged Michael Young, Esq., a highly respected mediator with extensive wage and hour class action experience. In February 2026, the Parties mediated with Mr. Young and reached agreement on all major issues.

THE PROPOSED SETTLEMENT TERMS

7. Under the proposed settlement, Reuseo will pay $131,260.00 into a common fund, the Gross Settlement Amount ("GSA"). Reasonable attorney's fees of up to one-third of the GSA, or $43,753.33, actual litigation costs of up to $15,000 (only $11,487.64 is requested), a reasonable enhancement award to Plaintiff of up to $10,000, settlement administration costs of no more than $6,590, and $5,000 for alleged civil penalties under PAGA, all will be paid from the GSA. The remainder of about $54, 429 will be allocated among the Participating Class Members based on their total weeks worked during the Class Period. No portion of the GSA will revert to

Defendant.

8. As noted, at least $54,429 from the GSA will be distributed to the Participating Class Members. This is a cash settlement that does not require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. One-third of each settlement share will be allocated to wages and the remaining two-thirds will be allocated to penalties, unreimbursed expenses, and interest. Reuseo will pay any and all applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the Court's approval, any amounts not claimed (because a Class Member does not cash his or her settlement check) will be forwarded to the California State Controller's Unclaimed Property Fund.

9. Each Participating Class Member will receive a share of the Net Settlement Sum based on his or her position held and total weeks worked for Reuseo during the Class Period while employed as a non-exempt employee. Thus, each Class Member's Individual Settlement Payment will be calculated using criteria typically used in determining appropriate amounts of alleged unpaid wages, unpaid premium wages for missed meal and rest breaks, and potential statutory penalties under applicable law. These methods are intended to ensure each Class Member receives a portion of the available settlement funds corresponding to the relative value of his or her potential claims. The proposed allocation provides a reasonable way to compensate Class Members based on the amount of time they worked for Defendant, and the number of instances they potentially missed a break, were not provided compensation in lieu of such missed breaks, or lost wages due to Defendant's alleged improper payroll practices.

10. All Participating Class Members will be deemed to release Defendant from all Class Claims alleged in the Operative Complaint, or that could have been brought based on the allegations in the Operative Complaint from June 6, 2021 to February 10, 2026, and the PAGA Aggrieved Employees will release all claims under PAGA for the PAGA Period of June 6, 2024 to February 10, 2026. The releases are limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the operative complaint.

11. The Parties allocated $5,000 to payment of civil penalties under PAGA for such

claims against Reuseo as addressed in more detail below, and which amount Plaintiff submits is fair, reasonable and adequate, and consistent with PAGA's underlying purposes. As required by Labor Code section 2699(s)(2), my office gave notice of the settlement and final approval hearing to the LWDA via its online portal. A true and correct copy of the LWDA's acknowledgement of receipt is attached hereto as Exhibit 1.

The Settlement Is Fair and Reasonable Considering the Benefits Conferred, the Case Value, and Significant Litigation Risks

12. Prior to mediation, the Parties engaged in extensive informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding Reuseo's payroll practices, pay stubs and time records for a sampling of Class Members, meal and rest break policies, etc., and information from Defendant regarding class size and breakdown of job positions, work weeks, rates of pay, and other information used to formulate a damages model. Plaintiff's Counsel is confident they obtained sufficient information to enable them to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is in the best interests of the Class.

13. Using that data, Plaintiff ran various calculations and estimated Reuseo's likely maximum exposure on the class claims at approximately $1,250,850, including $61,235 on the unpaid daily overtime claim, $287,795 on the meal break claims, $287,795 on the rest period claim; $65,630 on the expense reimbursement claim, $225,950 on the wage statement claims, and $322,445 on the waiting time penalty claims. I note, however, that for mediation, Reuseo estimated about 6,563 work weeks but the Settlement Administrator ultimately determined the final work week count to be 5,652. I accordingly now estimate the theoretical exposure at about $1,120,000 rather than $1,250,000.

14. The unpaid wage claims focus primarily on Reuseo's alleged policy of paying for daily overtime at the employee's base rate of pay rather than at time and a half. While Class Members did receive overtime pay when working over 40 hours per week, per Plaintiff his review of Defendant's time and payroll records suggested numerous instances of unpaid daily overtime where an employee worked less than 40 hours in a week but still had at least one shift

with over 8 hours. In response, Reuseo argued its payroll policies are fully compliant, that it properly tracked and paid for all hours worked at the appropriate hourly wage.

15. On the meal and rest break claims, Plaintiff contends Defendant's written policies are not fully compliant, and Plaintiff's review of the time and payroll records provided suggested these deficiencies in the written policies affected employee breaks and resulted in substantial "de facto" violations. For example, Plaintiff argued that review of Defendant's records suggested that in many instances meal breaks were non-compliant and were either untimely, cut short, or not provided at all, and Plaintiff's review of the sample time records suggested about a 47% unique violation rate for meal periods. On the rest break claims, Plaintiff alleged that many times rest breaks were skipped or compromised due to the press of business and the need to complete all work at the assigned work locations by the end of the shift.

16. In response, Reuseo argued its written meal and rest break policies are fully compliant, that it provided employees with the opportunity to receive all required breaks. Defendant further maintained that, in light of its compliant policies, whether a Class Member missed a meal period, received a late meal period, or missed a rest break would have been aberrational and against company policy. Thus, per Reuseo, these issues are not amenable to class or representative treatment since their resolution would require individualized inquiries as to why a break was missed or non-compliant, and whether the employee acted voluntarily or otherwise such that there would be no liability.

17. On the expense reimbursement claim, Plaintiff alleges use of personal cellular phones was necessary and consequential to employment duties for downloading a timekeeping app called "Work Force" on their phones for purposes of clocking in/out. Per Plaintiff, Reuseo was obligated to reimburse for such use of personal phones. In response, Reuseo argued it provided employees with reimbursement for documented, reasonable and necessary expenses including use of cell phones. Beyond that, Reuseo argued that use of personal phones generally was unnecessary for performing the job, and that any such use largely would have been for personal preference or convenience and not reimbursable as a "necessary" business expense.

18. The claims under Labor Code sections 203 and 226 are derivative of the primary

unpaid wage claims and accordingly are subject to the same risks and uncertainties plus additional risks posed by the need to take into account the discretionary nature of such awards and the "good faith" and other defenses available to Defendant. Amaral v. Cintas Corp. No. 2 (2008) 163 Cal.App.4th 1157, 1203-4 (employer did not willfully fail to pay wages under Labor Code § 203 even though class prevailed on underlying claim for failure to pay living wages). Thus, while these claims largely are derivative of the unpaid wage claim, they also are subject to additional defenses.

19. As far as potential PAGA liability, the allegedly Aggrieved Employees theoretically are entitled to penalties totaling over $1,052,000 in civil penalties should Plaintiff prevail on all claims and establish violations of the multiple Labor Code sections as to each and every pay period at issue. As with the work weeks and based on the Settlement Administrator's calculations, the PAGA pay periods at issue decreased from the pre-mediation estimate of about 2,265 to a final count of 1,927. Accordingly I now estimate the theoretical penalties at about $895,000. As with the Class Claims, we discounted the potential PAGA penalties based on Defendant's various defenses on the merits and also accounted for the Court's wide discretion to reduce such penalties, or to decline to award penalties at all. Accordingly, the Parties allocated $5,000 to PAGA penalties, and Plaintiffs submit this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class and representative actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement and will be able to weigh in as necessary.

20. The settlement obviates the significant risk that this Court may find any kind of class or representative resolution unachievable or deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued litigation would be lengthy and expensive as the parties pursued merits discovery, a probable motion to decertify, as well as trial and possible appeals, and would further and substantially delay any recovery by the Class with no assurance of recovering significantly more than the proposed settlement. Additionally, at the mediation Defendant made available financial information demonstrating that, as a new business in a unique and niche industry, it has only very

recently begun to turn a modest profit and generally has limited resources to fund a class settlement while simultaneously meeting payroll obligations and other operational needs. Accordingly, even if Plaintiff pursued the matter further there is no guarantee that Defendant would be in a position to fund a larger settlement or judgment, or even mount a defense. While Plaintiff is confident in the merits of these claims, legitimate controversies exist regarding each one of them. Plaintiff also recognizes proving the amount of wages and penalties due each Class Member would be an expensive, time-consuming, and uncertain proposition.

21. Plaintiff and his counsel discounted the value of the class claims consistent with the risks discussed above and carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued. Plaintiff and counsel concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the Class, and the overall $131,260 recovery represents a significant percentage of Defendant's potential exposure, and likewise represents an amount that Defendant can manage without jeopardizing its ability to keep the doors open and make payroll. Given these risks, a total recovery for the Class of $131,260, which will result in average award of some $316 per Class Member, plus additional amounts under PAGA, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay or risk of Defendant's inability to pay.

PLAINTIFF'S ENHANCEMENT AWARD

22. Under the terms of the settlement, Plaintiff seeks a modest incentive award of $10,000 for his service in bringing these claims on behalf of the Class. Accordingly, the requested enhancement payments to Plaintiff is appropriate and justified as part of the settlement. The requested award also is entirely in line with enhancement awards approved in other comparable matters, including several in San Francisco Superior Court as reflected in the final order/judgments submitted with Plaintiff's Request for Judicial Notice. E.g., Rivera v Reel Produce, Inc., Case No. 24-CGC-620797 (San Francisco County Superior Court) ($10,000 enhancement approved out of $150,000 gross settlement); Castaneda v Artistic Geometry, Inc.,

Case No. CGC-24-615195 (San Francisco County Superior Court) ($4,000 enhancement approved out of $35,000 settlement); Bajo-Islas v. Rossettas Enterprises, Inc., Case No. 25CV04159 (Santa Cruz Superior Court); ($10,000 enhancement approved out of $100,000 gross settlement); Arizaga v. Rackley Company, Inc. Case No. 23CV003138 (Sacramento County Superior Court) ($10,000 enhancement approved for all 4 plaintiffs, i.e. $40,000 total, out of $512,500 gross settlement); Santiago v McKimmey Electric, Inc., et al. Case No. STK-CV-UOE-2024-0005859 (San Joaquin County Superior Court) ($10,000 enhancement approved out of $275,000 gross settlement).

SETTLEMENT ADMINISTRATION COSTS

23. The settlement provides for payment to Apex for its services as the Settlement Administrator. As set forth in the Declaration of Norma Ayala, Apex has performed and will continue to perform its required duties through final distribution of the settlement funds and incurred $6,590 in fees and expenses. Accordingly, Plaintiff respectfully requests the Court approve payment of $6,590 to Apex from the GSA.

ATTORNEY'S FEES AND COSTS

24. Per the terms of the settlement, up to one-third of the gross amount is allocated to payment of reasonable attorney's fees, or $43,753.33. Here, the parties did not negotiate the inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to the Class was completed. The requested fee and cost award was a product of these arms-length negotiations and fairly reflects the marketplace value of the services rendered by Class Counsel in this case for the reasons addressed herein.

25. My firm's efforts in this matter included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal research, obtaining Plaintiff's employment records, research into similar claims and claims against other employers in the same industry, and attempts to locate and contact other Reuseo employees; (2) drafting a PAGA notice letter; (3) drafting the complaint and related documents; (5) case management, including communications with defense counsel, meeting and conferring/preparing case management statements, attending the initial CMC, etc.; (6) lengthy discussions with defense counsel

regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (7) engaging in substantial informal discovery, including propounding informal discovery "requests" and reviewing documents and other information produced; (8) drafting a mediation brief and accompanying damages model after review and analysis of defendant's informal discovery production; (9) attending mediation; (10) negotiating and drafting the settlement agreement and related documents; (11) drafting the motion for preliminary approval; (12) administration of the settlement, including communications with the Settlement Administrator and settlement class members; (13) drafting the motion for final approval and motion for attorney's fees; and (14) extensive communications with the Plaintiff regarding case status, case investigation and document review, mediation, and settlement terms. Additionally, Class Counsel will incur additional time following final approval to, inter alia, respond to class member inquiries, work with the Settlement Administrator on the distribution of settlement funds, and on the compliance hearing and amended judgment.

26. I am a 1989 graduate of the College of William and Mary, and a 1995 graduate *cum laude* of the University of San Diego School of Law, where I was selected to the Order of the Coif and the Order of Barristers. Prior to 2003, I was a litigation associate with Ross Dixon & Bell, LLP (now Troutman Pepper Locke LLP), in Orange County, California, where my practice focused on complex business, employment, and insurance coverage disputes. In 2003, I became associated with Dostart Clapp & Coveney, LLP, then one of the premiere plaintiffs' wage and hour class action firms in California. In 2008, I founded the Law Offices of J. Kirk Donnelly. Since 2003, my practice has focused on representing plaintiffs in wage and hour and consumer law matters, including both class actions and individual matters.

27. I have served as class and/or PAGA counsel in a number of wage and hour class and representative actions, including: Santiago v McKimmey Electric, Inc., et al., Case No. STK-CV-UOE-2024-0005859 (San Joaquin County Superior Court); Rivera v Reel Produce, Inc., Case No. 24-CGC-620797 (San Francisco County Superior Court); Carranza v Brisbane Recycling Co., Inc., Case No. 24-CIV-01496 (San Mateo County Superior Court); Bajo-Islas v. Rossettas Enterprises, Inc., Case No. 25CV04159 (Santa Cruz Superior Court); Peralta v Maverick

Painting, Inc., Case No. 23CV417330 (Santa Clara County Superior Court); Arizaga v. Rackley Company, Inc. Case No. 23CV003138 (Sacramento County Superior Court); Martinez v. 'T' McGee Electric, Inc., Case No. CIVSB2114427 (San Bernardino County Superior Court); Herrera v. Stone Etc., Inc., et al., Case No. 21STCV43188 (Los Angeles Superior Court); Acosta v. Turlock Walnut Company, Case No. 22-CV-001051 (Stanislaus County Superior Court); Castaneda v Artistic Geometry, Inc., Case No. CGC-24-615195 (San Francisco County Superior Court); Trujillo v. Ford Spraying, Inc., Case No. VCU298017 (Tulare County Superior Court); Velasquez v. Water Damage Rescue, Inc. Case No. 21STCV46033 (Los Angeles County Superior Court); Rico v. FMA Landscape Services, Inc., Case No. 23CV409762 (Santa Clara County Superior Court); Galindo v. Berro Management Company, Inc., Case No. 22STCV25853 (Los Angeles Superior Court); Quintero, et al. Greg Markarian Ag Enterprises, Inc., Case No. 23CV-00106 (Merced County Superior Court); George v. Retail Merchandising Solutions, Inc., Case No. RG16828194 (Alameda County Superior Court); Bolanos v Lyneer Staffing Solutions LLC, Case No. 23STCV21860 (Los Angeles County Superior Court); Buford v. Medical Solutions, LLC, Case No. 18-CV-04104 YGR (N.D. Cal.); Bautista v. Western Care Construction, Case No. S-CV-0049217 (Placer County Superior Court); Delgado v Vander Woude Farms, Case No. 23CV-04131 (Merced County Superior Court); Herrera v. TVI, Inc., et al., Case No. CIVDS1722863 (San Bernardino County Superior Court); Rios v AMI Foods, Inc. Case No. 22CV005381 (Alameda County Superior Court); Freeman v. Bank of America, N.A., Case No. CGC18471710 (San Francisco County Superior Court); Gutierrez v. Fraiche Catering, Inc., Case No. CGC-23-605255 (San Francisco Superior Court); Gomez v. Giulietta Italian Foods, Inc., Case No. 22CV392988 (Santa Clara County Superior Court), Echeverria v. Technicote, Inc., Case No. RIC1714621 (Riverside County Superior Court), Acosta v. ECC Capital Corporation, Case No. 30-2009-00180086 (Orange County Superior Court), Tiffany v. Hometown Buffet, Inc., Case No. 06-CV-2524 SMA (N.D. Cal.), Mendoza v. Bear Stearns Residential Mortgage Corporation, Case No. 08-CV-6916 DSF (C.D. Cal.), In Re: First Franklin Employment Cases, JCCP No. 4598 (San Diego County Superior Court), Mendoza v. ECC Capital Corporation, Case No. 08-CV-6916 JN (C.D. Cal.), Acosta v. Bear Stearns, Case 30-

2009-00180086 (Orange County Superior Court); George v. Mercado Latino, Inc., Case No. CIVDS1822302 (San Bernardino County Superior Court), Verduzco v. Ramco Enterprises, LP, et al., Case No. 18CV004104 (Monterey County Superior Court); Gonzalez v. Power Design, Inc., Case No. 19STCV31839 (Los Angeles County Superior Court); Weston v. Cuesta Investments, Case No. 18CV04823 (Santa Barbara County Superior Court); Martinez v. DNNEY Trade Co., Case No. 18STCV09631 (Los Angeles County Superior Court); Navarro v. Ressac, Case No. 19STCP00319 (Los Angeles County Superior Court); Villalta v. Stars Recreation Center, Case No. FCS054507 (Solano County Superior Court); Anglin v. Sonnikson and Stahl Construction, Case No. CIVMSC19-00149 (Contra Costa County Superior Court); Rosendahl v. Riverside Metro Auto Group, Case No. RIC1903707 (Riverside County Superior Court); Hawkins v. SAS Retail Services, Inc., Case No. 30-2017-00958467-CU-OE-CXC (Orange County Superior Court); Salazar v. National Labor Contractors, et al., Case No. CIVDS1905225 (San Bernardino County Superior Court); Reyes v. Assa Abloy Door Controls and Accessories Group, Inc., Case No. 56-2019-00523849-CU-OE-VTA (Ventura County Superior Court); Valencia v The Original Mowbray's Tree Service, Incorporated, Case No. CIVDS1825518 (San Bernardino County Superior Court); Castillo v. Gaither's Family Homes, Inc., Case No. VCU277188 (Tulare County Superior Court); Canales v. Fashion Design, LLC, Case No. 30-2019-010529520CU-OD-CXC (Orange County Superior Court); and Thomas v Californian-Magnolia Convalescent Hospital, Inc., Case No. RIC1901197 (Riverside County Superior Court).

28. During the approximately five years I was associated with DCC, the firm was appointed class counsel in over 20 class actions alleging violations of federal and California wage and hour laws. I played an integral role in litigating these matters, which included some of the largest and most complex wage and hour class actions ever brought in California. For instance, while I was with DCC, the firm was co-lead counsel in Bahramipour v. Citigroup Global Markets, Inc., Case No. 04-0440-CW (N.D. Cal.), a class action on behalf of stockbrokers employed by Citigroup (as well as several predecessor entities) for unpaid overtime, reimbursement of business expenses, and improper deductions from wages. Although the matter initially was filed on behalf of a class of California-only employees, it eventually evolved into a

nationwide class action on behalf of over 17,000 class members, and ultimately settled for approximately $106 million. Likewise, I played a prominent role in litigating Takacs v. A.G. Edwards & Sons, Inc., Case No. 04-CV-1852 JAH (S.D. Cal.), one of the first class actions brought in California on behalf of stock brokers seeking recovery of overtime wages and reimbursement for business expenses and improper wage deductions, and one of the most extensively litigated such cases. The matter resulted in a comprehensive opinion denying defendant's motion for summary judgment, found at 444 F.Supp.2d 1100, which opinion decided several issues present in all of the stock broker overtime cases in the plaintiffs' favor.

29. My firm has obtained several multi-million dollar wage and hour class action/PAGA settlements while serving as lead counsel in recent years, including a $9.75 million wage and hour class action/PAGA settlement in Freeman v. Bank of America, N.A, a $1.4 million dollar wage and hour class action settlement in Mendoza v. Bear Stearns Residential Mortgage Corporation, a $1.2 million dollar class action settlement in In re: First Franklin Employment Cases, and a $1.2 million dollar wage and hour class action/PAGA settlement in George v. Retail Merchandising Solutions, Inc.

30. Based upon the qualifications and experience set forth above, I believe an hourly rate of $900 is reasonable for my time, as a rate of $200/hour for my paralegal Adriana Barba.

31. I request the Court apply the above hourly billing rates in this case, as it reasonable in the California legal market for attorneys handling wage and hour class and PAGA actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for partner-level attorneys with experience comparable to mine. These rates have range from $650 to $850 per hour for calendar years 2017-2023. Some examples include attorney Matthew Matern of Matern Law Group in Los Angeles, with approximately 26 years of experience $850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with approximately 25 years of experience $850/hour (2021), Michael Malk of Malk APC in Los Angeles, with approximately 16 years of experience $650/hour (2018), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience respectively, both $825/hour (2018), Zachary Crosner of

Crosner Legal PC, 14 years of experience $800/hour (2023), and James Kawahito of Kawahito Law Group in Los Angeles, with approximately 16 years of experience $750/hour (2020).

32. The requested rates also comport with the adjusted Laffey Matrix, which provides that a reasonable hourly rate for attorneys with 20+ years of experience, such as myself, is well over $1200. The adjusted Laffey Matrix may be found at http://www.laffeymatrix.com/see.html. Similarly, the Westlaw Court Express Legal Billing Report Volume 17, Number 3, for the California region suggests billing rates for partner-level attorneys with experience comparable to mine ranged from $810-1,220/hour as of 2015. A true and correct copy of the Billing Report is attached hereto as Exhibit 3.

33. After the analysis above, my firm's lodestar is $48,690.00, based on 59.7 attorney and paralegal hours spent litigating this case through the filing of this motion. Further, we will almost certainly spend additional time addressing settlement administration matters, responding to class member questions, submitting the compliance report, etc. On a lodestar basis, the requested fees are less than the base lodestar and as a result there is no request to apply a lodestar modifier.

34. As noted, my firm has represented Plaintiff for over a year and half with respect to this matter and has expended a significant amount of time and resources in that representation. My firm agreed to litigate this case on a purely contingent basis and in so doing assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with these cases in general. Under all relevant factors (as outlined herein and in the accompanying memorandum), Plaintiff respectfully requests the Court award his counsel the requested fees of $43,753.33 based on the common fund theory with a corresponding lodestar cross-check and no modifier. A one-third fee also is in line with awards my firm has been awarded in other similar matters in San Francisco Superior Court and other nearby courts. Rivera v Reel Produce, Inc., Case No. 24-CGC-620797 (San Francisco County Superior Court) (1/3 fee ($50,000) approved out of $150,000 gross settlement); Castaneda v Artistic Geometry, Inc., Case No. CGC-24-615195 (San Francisco County Superior Court) (1/3 fee ($11,666.66) approved out of $35,000 settlement); Bajo-Islas v. Rossettas Enterprises, Inc., Case No.

25CV04159 (Santa Cruz Superior Court) (1/3 fee $33,333.33) approved out of $100,000 gross settlement); Santiago v McKimmey Electric, Inc., et al. Case No. STK-CV-UOE-2024-0005859 (San Joaquin County Superior Court) (35% fee ($96,250) approved out of $275,000 gross settlement).

35. This case posed considerable contingent risk, for the reasons addressed above; if there had been recovery then my firm would not have received any fees for the time invested litigating the case. Throughout the pendency of this case, my firm has received no compensation or reimbursement for its efforts representing Plaintiff and the Class.

36. My firm assumes a great deal of contingent risk in every wage and hour class action it undertakes. I have been involved in a number of cases where plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with no return. For example, in a matter alleging misclassification on behalf of a putative class of assistant managers at major restaurant chain, after three years of exceptionally adversarial litigation and the investment of over 1,000 hours of attorney time and over $100,000 in costs, the trial court denied plaintiffs' motion for class certification. In another misclassification case on behalf of assistant managers at large restaurant chain, the parties reached a settlement after three years of litigation, secured preliminary approval and completed the notice process to the settlement class, only to have the defendant file for bankruptcy a few days before the final approval hearing. In a matter against a large flood remediation company on behalf of its non-exempt employees, the Parties likewise mediated and settled the matter, secured preliminary and final approval, and the Defendant also went out of business before funding the settlement. In another matter against a large regional bank seeking expense reimbursement of behalf of outside salespersons, after more than a year of combative litigation and shortly before plaintiff's class certification motion was due, the defendant was taken over by federal regulators. More recently, I have been involved in two matters where the Defendants defaulted on their payment obligations, and ultimately went out of business, even after notice to the class and final approval by the Court. In each of these instances my firm received nothing despite the investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

37. Reimbursement for litigation costs and expenses is capped at $15,000 under the terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my firm is set forth below:

Expense Category	Amount
Court Filing Fees/ Service of Process/Attorney Service	$2,926.66
Mediation Fees	$8,450.00
Postage/Overnight/Fax	$36.38
PAGA Filing Fee	$75.00
Photocopying	(waived)
Legal Research	(waived)
Total Costs and Expenses	**$11,487.64**

38. These costs and expenses are reasonable in amount and were necessary to the successful resolution of the case. I respectfully request the Court approve payment of $11,487.64 in litigation costs and expenses to my firm consistent with the cap provided for in the Settlement Agreement.

39. For all the foregoing reasons, I respectfully request that the Court approve the settlement in all particulars.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 3rd day of November 2026, at Carlsbad, California.

J. Kirk Donnelly

Declarant

EXHIBIT 1

EXHIBIT 2

Rodin Ulloa-Ulloa v Reuseo LLC, et al.
San Francisco County Superior Court Case No. 25-CGC-626049

Law Offices of J. Kirk Donnelly Time Report

Tasks	J. Kirk Donnelly	Adriana Barba (Paralegal)
Pre-filing Case Investigation	3.7	2.5
Pleadings and Law and Motion	13.6	0.0
Discovery and Post-Filing Investigation	9.8	0.0
Court Appearances	1.0	0.0
Case Management; Litigation Strategy & Analysis	5.5	2.7
Mediation and Settlement	18.9	1.0
Total Hours	52.5	7.2
Hourly Rate	$900	$200
Lodestar	**$47,250**	**$1,440**

Total Hours: 59.7

Total Lodestar: $48,690.00

EXHIBIT 3

LEGAL BILLING REPORT

By Region, By Firm

Volume 17, Number 3
December 2015



THOMSON REUTERS

California Region

Firm Snell & Wilmer

Firm Size: 419 Firm Rank 104

Court Name Arizona
Case Name Xhibit Corp., et al,.
Case Number 2:15-bk-00679-BKM

For fee applications
1/22/2015 through 9/11/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Eric S. Pezold	Partner	CA	2004	2004	$520	0.10	$52.00
					Total:	0.10	$52.00

Firm Klee, Tuchin, Bogdanoff & Stern, LLP

Firm Size: 19 Firm Rank 0

Court Name California Central
Case Name State Fish Co..Inc
Case Number 2:15-bk-11084-SK

For fee applications
6/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Kenneth Klee	Partner	CA	1974	1975	$1,300	0.20	$260.00
David Stern	Partner	CA	1975	1975	$1,080	189.50	$204,660.00
Michael Tuchin	Partner	CA	1990	1990	$1,080	137.10	$148,068.00
Maria Sountas Argiropoulos	Partner	CA	2006	2006	$675	25.20	$17,010.00
Colleen M. Keating	Counsel	CA	2008	2008	$650	111.20	$72,280.00
Jonathan M. Weiss	Associate	CA	2012	2012	$475	525.00	$249,375.00
Kathryn T. Zwicker	Associate	CA	1986	1986	$440	9.50	$4,180.00
Sasha M. Gurvitz	Associate	CA	2014	2014	$395	40.80	$16,116.00
					Total:	1038.50	$711,949.00

Firm Bracewell & Giuliani LLP

Firm Size: 422 Firm Rank 103

Court Name Delaware
Case Name Optim Energy, LLC, et al,
Case Number 14-10262 (BLS)

For fee applications
2/12/2014 through 10/15/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Joe R. Hull	Partner	CA	1969	1969	$790	0.60	$474.00
					Total:	0.60	$474.00

Firm Brown Rudnick LLP

Firm Size: 184 Firm Rank 211

Court Name Delaware
Case Name Corinthian Colleges Inc.
Case Number 15-10952 (KJC)

For fee applications
5/4/2015 through 9/21/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Ronald Rus	Partner	CA	1975	1975	$880	1.50	$1,320.00
Lauren E. Curry	Partner	CA	2010	2010	$730	78.90	$57,597.00
					Total:	80.40	$58,917.00

California Region

Firm Cooley LLP

Firm Size: 613 Firm Rank 63

Court Name Delaware
Case Name RS Legacy Corporation
Case Number 15-10197 (BLS)

For fee applications
6/1/2015 through 10/7/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Seth A. Rafkin	Partner	CA	1998	1998	$810	0.50	$405.00
Janet D. Gertz	Associate	CA	2004	2004	$755	14.60	$11,023.00
Shannon L. Sorrells	Associate	CA	2011	2011	$595	2.80	$1,666.00
					Total:	17.90	$13,094.00

Firm Gibson Dunn & Crutcher, LLP

Firm Size: 1039 Firm Rank 21

Court Name Delaware
Case Name ENERGY FUTURE HOLDINGS CORP
Case Number 14-10979 (CSS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Matthew Bouslog	Associate	CA	2011	2011	$625	5.10	$3,187.50
					Total:	5.10	$3,187.50

Firm Kirkland & Ellis LLP

Firm Size: 1442 Firm Rank 13

Court Name Delaware
Case Name ENERGY FUTURE HOLDINGS CORP
Case Number 14-10979 (CSS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Mike Beinus	Partner	CA	1999	1999	$1,220	3.10	$3,782.00
Mark E. McKane	Partner	CA	1997	1997	$1,025	198.50	$203,462.50
Christopher Keegan	Partner	CA	2002	2002	$855	75.50	$64,552.50
Michael Esser	Associate	CA	2009	2009	$825	213.40	$176,055.00
Alexander Davis	Associate	CA	2012	2012	$710	192.60	$136,746.00
Justin Sowa	Associate	CA	2013	2013	$710	199.70	$141,787.00
Austin Klar	Associate	CA	2013	2013	$635	35.00	$22,225.00
Sarah Stock	Associate	CA	2013	2013	$635	121.60	$77,216.00
Anna Terteryan	Associate	CA	2014	2014	$555	241.80	$134,199.00
James Barolo	Associate	CA	2014	2014	$555	108.60	$60,273.00
Kevin Chang	Associate	CA	2014	2014	$555	170.80	$94,794.00
					Total:	1560.60	$1,115,092.00

California Region

Firm Klee, Tuchin, Bogdanoff & Stern, LLP

Firm Size: 19 Firm Rank 0

Court Name Delaware
Case Name SEAL123, INC., et al.
Case Number 15-10081 (CSS)

For fee applications
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Lee Bogdanoff	Partner	CA	1985	1985	$1,080	7.30	$7,884.00
Michael Tuchin	Partner	CA	1990	1990	$1,080	37.10	$40,068.00
David Fidler	Partner	CA	1997	1998	$850	12.70	$10,795.00
Robert J. Pfister	Partner	CA	2001	2001	$795	0.20	$159.00
David M. Guess	Partner	CA	2005	2005	$695	67.30	$46,773.50
Maria Sountas Argiropoulos	Partner	CA	2006	2006	$675	1.70	$1,147.50
Justin D. Yi	Partner	CA	2009	2009	$625	0.80	$500.00
Jonathan M. Weiss	Associate	CA	2012	2012	$475	34.70	$16,482.50
Kathryn T. Zwicker	Associate	CA	1986	1986	$440	12.40	$5,456.00
					Total:	174.20	$129,265.50

Firm Morrison & Foerster LLP

Firm Size: 1025 Firm Rank 22

Court Name Delaware
Case Name ENERGY FUTURE HOLDINGS CORP
Case Number 14-10979 (CSS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Clara Lim	Associate	CA	2012	2012	$635	39.80	$25,273.00
Chika Arakawa	Associate	CA	2013	2013	$495	8.30	$4,108.50
					Total:	48.10	$29,381.50

California Region

Firm Munger Tolles & Olson LLC

Firm Size: 181 Firm Rank 216

Court Name Delaware
Case Name ENERGY FUTURE HOLDINGS CORP
Case Number 14-10979 (CSS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
John W. Spiegel	Partner	CA	1977	1977	$1,065	36.30	$38,659.50
Thomas B. Walper	Partner	CA	1980	1980	$1,065	184.05	$196,013.25
Stephen D. Rose	Partner	CA	1991	1991	$960	29.20	$28,032.00
Todd J. Rosen	Partner	CA	1999	1999	$875	53.20	$46,550.00
Jay M. Fujitani	Partner	CA	1984	1984	$830	92.50	$76,775.00
Kevin S. Allred	Partner	CA	1986	1986	$830	94.50	$78,435.00
Seth Goldman	Partner	CA	2002	2002	$750	154.70	$116,025.00
Bradley R. Schneider	Of Counsel	CA	2004	2004	$680	115.10	$78,268.00
Emily A. Bussigel	Associate	CA	2010	2010	$635	184.80	$117,348.00
Sam Greenberg	Associate	CA	2010	2010	$615	61.70	$37,945.50
Alex D. Terepka	Associate	CA	2012	2012	$510	89.40	$45,594.00
Andrea M. Weintraub	Associate	CA	2013	2013	$510	68.30	$34,833.00
Sara N. Taylor	Associate	CA	2012	2012	$510	70.40	$35,904.00
Peter E. Boos	Associate	CA	2014	2014	$395	11.40	$4,503.00
					Total:	1245.55	$934,885.25

Firm O'Melveny & Myers LLP

Firm Size: 1193 Firm Rank 16

Court Name Delaware
Case Name Colt Holding Company
Case Number 15-11296 (LSS)

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
John-Paul Motley	Partner	CA	1999	1999	$930	6.70	$6,231.00
Sarah Hoffner	Counsel	CA	2004	2004	$755	11.20	$8,456.00
Jeeho Lee	Counsel	CA	2007	2007	$745	5.00	$3,725.00
Joannah Caneda	Associate	CA	2015	2015	$460	4.90	$2,254.00
Christopher Martin	Associate	CA	2014	2014	$415	1.20	$498.00
Joseph Zujkowski	Counsel	CA	2008	2008	$390	183.60	$71,604.00
					Total:	212.60	$92,768.00

California Region

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank 0

Court Name Delaware
Case Name DDMG Estate
Case Number 12-12568(BLS)

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Debra I. Grassgreen	Partner	CA	1991	1994	$925	1.30	$1,202.50
William Ramseyer	Of Counsel	CA	1980	1980	$650	1.10	$715.00
					Total:	2.40	$1,917.50

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank 0

Court Name Delaware
Case Name ICL Holdings Company, INC
Case Number 12-13319

For fee applications
6/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
William L. Ramseyer	Of Counsel	CA	1980	1980	$650	7.60	$4,940.00
					Total:	7.60	$4,940.00

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank 0

Court Name Delaware
Case Name NE OPCO Inc
Case Number 1:13-BK-11483

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Andrew W. Caine	Partner	CA	1983	1983	$925	0.20	$185.00
William L. Ramseyer	Of Counsel	CA	1980	1980	$650	1.30	$845.00
William Ramseyer	Of Counsel	CA	1980	1980	$650	2.10	$1,365.00
					Total:	3.60	$2,395.00

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank 0

Court Name Delaware
Case Name SEAL123, INC., et al.
Case Number 15-10081 (CSS)

For fee applications
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Andrew W. Caine	Of Counsel	CA	1983	1983	$925	0.40	$370.00
Jeffrey Pomerantz	Partner	CA	1989	1989	$895	0.90	$805.50
Shirley S. Cho	Of Counsel	CA	1997	1997	$750	13.10	$9,825.00
					Total:	14.40	$11,000.50

California Region

Firm Pachulski Stang Ziehl Young Jones & Wei

Firm Size: 55 Firm Rank 0

Court Name Delaware
Case Name SS Body Armor I, INC
Case Number 10-11255-(PJW)

For fee applications
9/1/2014 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Alan J. Kornfeld	Partner	CA	1987	1987	$925	8.90	$8,232.50
Andrew Caine	Of Counsel	CA	1983	1983	$895	0.20	$179.00
David J. Barton	Partner	CA	1981	1981	$850	0.30	$255.00
David M. Bertenthal	Partner	CA	1989	1993	$850	10.00	$8,500.00
Maxim B. Litvak	Partner	CA	2001	2001	$775	1.70	$1,317.50
Joshua M. Fried	Partner	CA	2006	2006	$725	2.80	$2,030.00
Jonathan Kim	Of Counsel	CA	1995	1995	$665	0.80	$532.00
Elissa Wagner	Of Counsel	CA	2000	2001	$625	46.60	$29,125.00
William Ramseyer	Of Counsel	CA	1980	1980	$625	2.40	$1,500.00
					Total:	73.70	$51,671.00

Firm Paul Hastings LLP

Firm Size: 881 Firm Rank 30

Court Name Delaware
Case Name Molycorp, Inc
Case Number 15-11357 (CSS)

For fee applications
8/1/2015 through 9/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Leslie A. Plaskon	Partner	CA	1988	1988	$1,150	111.10	$127,765.00
Peter Burke	Partner	CA	1996	1996	$975	3.90	$3,802.50
Daniel C. Tola	Associate	CA	2013	2013	$550	20.50	$11,275.00
Kevin Kraft	Associate	CA	2014	2014	$495	4.80	$2,376.00
					Total:	140.30	$145,218.50

Firm Paul Hastings LLP

Firm Size: 881 Firm Rank 30

Court Name Delaware
Case Name SEAL123, INC., et al.
Case Number 15-10081 (CSS)

For fee applications
7/1/2015 through 11/30/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Nancy L. Abell	Partner	CA	1979	1979	$995	0.90	$895.50
Stephen D. Cooke	Partner	CA	1985	1985	$973	0.30	$292.13
					Total:	1.20	$1,187.63

California Region

Firm Quinn Emanuel Urquhart & Sullivan, LLP

Firm Size: 647 Firm Rank 58

Court Name Delaware
Case Name RS Legacy Corporation
Case Number 15-10197 (BLS)

For fee applications
6/1/2015 through 10/7/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Benjamin Finestone	Partner	CA	2004	2005	$840	11.20	$9,408.00
Katherine Scherling	Associate	CA	2008	2010	$735	211.50	$155,452.50
Randa Osman	Partner	CA	1990	1990	$695	47.20	$32,804.00
					Total:	269.90	$197,664.50

Firm Robins Kaplan LLP

Firm Size: 250 Firm Rank 0

Court Name Delaware
Case Name Corinthian Colleges Inc
Case Number 15-10952 (KJC)

For fee applications
5/4/2015 through 9/21/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Roman M. Silberfeld	Partner	CA	1995	1995	$810	5.70	$4,617.00
Howard Weg	Partner	CA	2014	2014	$795	60.30	$47,938.50
David B. Shemano	Partner	CA	2014	2014	$675	17.00	$11,475.00
Scott F. Gautier	Partner	CA	2014	2014	$675	452.00	$305,100.00
James P. Menton, Jr.	Partner	CA	2014	2014	$650	17.40	$11,310.00
Cynthia C. Hernandez	Associate	CA	2009	2009	$470	397.90	$187,013.00
Lorie A. Ball	Associate	CA	2014	2014	$450	568.10	$255,645.00
Amy Churan	Partner	CA	2001	2001	$420	18.10	$7,602.00
					Total:	1536.50	$830,700.50

Firm Torys LLP

Firm Size: 236 Firm Rank 0

Court Name Delaware
Case Name Nortel Networks Inc.
Case Number 09-10138

For fee applications
8/1/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Sheila Block	Partner	CA	1974	1974	$1,090	9.10	$9,919.00
Adam Slavens	Associate	CA	2007	2007	$775	163.00	$126,325.00
					Total:	172.10	$136,244.00

California Region

Firm Cooley LLP

Firm Size: 613 Firm Rank 63

Court Name Virginia Eastern

Case Name Health Diagnostic Laboratory, Inc.

Case Number 15-32919-KRH

For fee applications 6/7/2015 through 8/31/2015

Name	Title	State	Graduated	Admitted	Rate	Hours	Fees
Aarti G. Reddy	Associate	CA	2010	2010	$655	11.20	$7,336.00
Amanda B. Pacheco	Associate	CA	2013	2013	$470	3.30	$1,551.00
					Total:	**14.50**	**$8,887.00**

California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Partner	Kenneth Klee	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1974	CA	$1,300	0.2	$260.00
Partner	Mike Beinus	Kirkland & Ellis LLP	1999	1999	CA	$1,220	3.1	$3,782.00
Partner	Leslie A. Plaskon	Paul Hastings LLP	1988	1988	CA	$1,150	111.1	$127,765.00
Partner	Sheila Block	Torys LLP	1974	1974	CA	$1,090	9.1	$9,919.00
Partner	David Stern	Klee, Tuchin, Bogdanoff & Stern, LLP	1975	1975	CA	$1,080	189.5	$204,660.00
Partner	Lee Bogdanoff	Klee, Tuchin, Bogdanoff & Stern, LLP	1985	1985	CA	$1,080	7.3	$7,884.00
Partner	Michael Tuchin	Klee, Tuchin, Bogdanoff & Stern, LLP	1990	1990	CA	$1,080	174.2	$188,136.00
Partner	John W. Spiegel	Munger Tolles & Olson LLC	1977	1977	CA	$1,065	36.3	$38,659.50
Partner	Thomas B. Walper	Munger Tolles & Olson LLC	1980	1980	CA	$1,065	184.05	$196,013.25
Partner	Mark E. McKane	Kirkland & Ellis LLP	1997	1997	CA	$1,025	198.5	$203,462.50
Partner	Nancy L. Abell	Paul Hastings LLP	1979	1979	CA	$995	0.9	$895.50
Partner	Peter Burke	Paul Hastings LLP	1996	1996	CA	$975	3.9	$3,802.50
Partner	Stephen D. Cooke	Paul Hastings LLP	1985	1985	CA	$973	0.3	$292.13
Partner	Stephen D. Rose	Munger Tolles & Olson LLC	1991	1991	CA	$960	29.2	$28,032.00
Partner	John-Paul Motley	O'Melveny & Myers LLP	1999	1999	CA	$930	6.7	$6,231.00
Partner	Alan J. Kornfeld	Pachulski Stang Ziehl Young Jones & Weintraub	1987	1987	CA	$925	8.9	$8,232.50
Of Counsel	Andrew W. Caine	Pachulski Stang Ziehl Young Jones & Weintraub	1983	1983	CA	$925	0.6	$555.00
Partner	Debra I. Grassgreen	Pachulski Stang Ziehl Young Jones & Weintraub	1994	1991	CA	$925	1.3	$1,202.50
Of Counsel	Andrew Caine	Pachulski Stang Ziehl Young Jones & Weintraub	1983	1983	CA	$895	0.2	$179.00
Partner	Jeffrey Pomerantz	Pachulski Stang Ziehl Young Jones & Weintraub	1989	1989	CA	$895	0.9	$805.50
Partner	Ronald Rus	Brown Rudnick LLP	1975	1975	CA	$880	1.5	$1,320.00
Partner	Todd J. Rosen	Munger Tolles & Olson LLC	1999	1999	CA	$875	53.2	$46,550.00
Partner	Christopher Keegan	Kirkland & Ellis LLP	2002	2002	CA	$855	75.5	$64,552.50
Partner	David Fidler	Klee, Tuchin, Bogdanoff & Stern, LLP	1998	1997	CA	$850	12.7	$10,795.00
Partner	David J. Barton	Pachulski Stang Ziehl Young Jones & Weintraub	1981	1981	CA	$850	0.3	$255.00
Partner	David M. Bertenthal	Pachulski Stang Ziehl Young Jones & Weintraub	1993	1989	CA	$850	10	$8,500.00
Partner	Benjamin Finestone	Quinn Emanuel Urquhart & Sullivan, LLP	2005	2004	CA	$840	11.2	$9,408.00
Partner	Jay M. Fujitani	Munger Tolles & Olson LLC	1984	1984	CA	$830	92.5	$76,775.00
Partner	Kevin S. Allred	Munger Tolles & Olson LLC	1986	1986	CA	$830	94.5	$78,435.00
Associate	Michael Esser	Kirkland & Ellis LLP	2009	2009	CA	$825	213.4	$176,055.00
Partner	Roman M. Silberfeld	Robins Kaplan LLP	1995	1995	CA	$810	5.7	$4,617.00
Partner	Seth A. Rafkin	Cooley LLP	1998	1998	CA	$810	0.5	$405.00
Partner	Howard Weg	Robins Kaplan LLP	2014	2014	CA	$795	60.3	$47,938.50
Partner	Robert J. Pfister	Klee, Tuchin, Bogdanoff & Stern, LLP	2001	2001	CA	$795	0.2	$159.00
Partner	Joe R. Hull	Bracewell & Giuliani LLP	1969	1969	CA	$790	0.6	$474.00
Associate	Adam Slavens	Torys LLP	2007	2007	CA	$775	163	$126,325.00
Partner	Maxim B. Litvak	Pachulski Stang Ziehl Young Jones & Weintraub	2001	2001	CA	$775	1.7	$1,317.50
Associate	Janet D. Gertz	Cooley LLP	2004	2004	CA	$755	14.6	$11,023.00
Counsel	Sarah Hoffner	O'Melveny & Myers LLP	2004	2004	CA	$755	11.2	$8,456.00
Partner	Seth Goldman	Munger Tolles & Olson LLC	2002	2002	CA	$750	154.7	$116,025.00
Of Counsel	Shirley S. Cho	Pachulski Stang Ziehl Young Jones & Weintraub	1997	1997	CA	$750	13.1	$9,825.00

California Region

Title	Professional	Firm	Graduated	Admitted	State	Rate	Hours	Total
Associate	Joannah Caneda	O'Melveny & Myers LLP	2015	2015	CA	$460	4.9	$2,254.00
Associate	Lorie A. Ball	Robins Kaplan LLP	2014	2014	CA	$450	568.1	$255,645.00
Associate	Kathryn T. Zwicker	Klee, Tuchin, Bogdanoff & Stern, LLP	1986	1986	CA	$440	21.9	$9,636.00
Partner	Amy Churan	Robins Kaplan LLP	2001	2001	CA	$420	18.1	$7,602.00
Associate	Christopher Martin	O'Melveny & Myers LLP	2014	2014	CA	$415	1.2	$498.00
Associate	Peter E. Boos	Munger Tolles & Olson LLC	2014	2014	CA	$395	11.4	$4,503.00
Associate	Sasha M. Gurvitz	Klee, Tuchin, Bogdanoff & Stern, LLP	2014	2014	CA	$395	40.8	$16,116.00
Counsel	Joseph Zujkowski	O'Melveny & Myers LLP	2008	2008	CA	$390	183.6	$71,604.00