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Attorney for Plaintiff

Marites Ballesteros

[Additional Attorneys listed on following page]

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

**ELDER CARE ALLIANCE AND
ALMAVIA WAGE AND HOUR
CASES**

Included Actions:

MARITES BALLESTEROS v. ELDER
CARE ALLIANCE OF SAN
FRANCISCO INC. dba ALMAVIA OF
SAN FRANCISCO, et al.
Superior Court of California, County of
San Francisco, Case No. CGC-21-588913

YESENIA ARIAS v. ELDER CARE
ALLIANCE, et al. Superior Court of
California, County of Alameda, Case No.
RG21090600

YESENIA ARIAS v. ELDER CARE
ALLIANCE, et al. Superior Court of
California, County of
Alameda, Case No. RG21102829

MARTA AGUILAR v. ELDER CARE
ALLIANCE OF SAN RAFAEL INC., et
al. Superior Court of California, County of
Alameda, Case No. RG21107053

MARIA TABUYO v. MERCY
RETIREMENT AND CARE CENTER
AND ELDER CARE ALLIANCE INC., et
al. Superior Court of California, County of
Alameda, Case No. 22CV022908

MARITES BALLESTEROS v. ELDER
CARE ALLIANCE OF SAN
FRANCISCO INC. dba ALMAVIA OF
SAN FRANCISCO, et al. Superior Court
of California, County of Alameda, Case
No. 23CV046186

Case No.: RG21090600 (Lead Case)

CGC-21-588913 (San Francisco);

RG21090600;

RG21102829;

RG21107053;

22CV022908;

23CV046186;

CLASS & REPRESENTATIVE ACTION

**DECLARATION OF ROBERT
OTTINGER IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: December 9, 2025

Time: 02:30 P.M.

Location: Department 21

Judge: Hon. Somnath Raj Chatterjee

Ballesteros SF Action filed: January 13, 2021

Arias Class Action filed: March 3, 2021

Arias PAGA Action filed: June 24, 2021

Augilar Action filed: July 29, 2021

Tabuyo Action filed: November 30, 2021

Ballesteros AM Action filed: October 2, 2023

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Attorneys for Plaintiff Maria Tabuyo

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1. I am an attorney in good standing duly admitted to the State Bar of California and an attorney of record for Plaintiff Marites Ballesteros (“Plaintiff”) in this action against Elder Care Alliance, Alma Via of San Francisco, Elder Care Alliance of San Francisco, Elder Care Alliance of San Rafael, and Mercy Retirement and Care Center (“Defendants” or “Elder Care Alliance”).

My Experience and My Firm's Experience

4. I graduated from Loyola Law School and received my Juris Doctor in June 1991. I received a B.A. degree from East Stroudsburg University in 1986. I have over 20 years of legal practice experience since graduating from law school in 1991. I was admitted to practice in California in December 1991, and in New York in 1996. I began my career by clerking for Judge Robert M. Mallano of the California Superior Court in Los Angeles, California from December 1991 to 1993 and, from 1993 to 1995, working as a Deputy Attorney General for the California Department of Justice where I handled criminal appeals and trials. From 1995 to 1997, I worked as an Assistant Attorney General at the New York State Attorney General's Office where I handled employment and civil rights matters in federal court, including serving as lead trial counsel in over twelve federal jury trials involving civil rights and employment discrimination matters. I worked from 1997 through 1999 as an associate at the firm of Dienst & Serrins where I managed the firm's employment practice, represented plaintiffs in a wide range of employment matters, and served as lead trial counsel in 3 federal jury trials. Accordingly, The Ottinger Firm requests a rate of \$850.00 per hour for my work on this case.

5. I started the Ottinger Firm in 1999. At the Ottinger Firm, I served as lead counsel in over two hundred employment cases involving a wide range of legal claims, a role in which I continue to engage.

1 I have handled Fair Labor Standards Act cases since 2008. The Ottinger Firm, in addition to this case, has
2 handled numerous class actions involving wage and hour claims. The Ottinger Firm has represented or
3 continues to represent Plaintiffs in, among others, the following class and/or collective actions and putative
4 class and/or collective actions:

- 5 a. *Spencer v. Bargain Land*, 10-CV-957 (E.D.N.Y)
- 6 b. *Mas v. Cumulus Media Inc.*, 10-CV-01396 (N.D. Cal)
- 7 c. *Fouathia v. Gurwitch Products*, 10-CV-6411(S.D.N.Y)
- 8 d. *Me Gomez v. Bloomberg Technology, Inc.*, 10-CV-6412 (S.D.N.Y)
- 9 e. *Bardouille v. Goldman Sachs & Co.*, 10-CV-6412 (S.D.N.Y.)
- 10 f. *Ellis v. Ben's Asphalt, et al.*, 30-2009-00329394 (Cal. Orange Co. Sup. Court)
- 11 g. *Parnell v. Kroll On Track, Inc.*, 11-CV-0473 (S.D.N.Y)
- 12 h. *Landin v. UBS*, 10-CV-711 (S.D.N.Y)
- 13 i. *Mas v. Cumulus Media Partners*, 10-CV-1396 (N.D. Cal.)
- 14 j. *Martinez v. Forest Laboratories*, 10-CV-06032 (S.D.N.Y)
- 15 k. *Orgill v. Ingersoll-Rand Company*, 101142-2010 (S.D.N.Y)
- 16 l. *Staley v. Lifetouch, Inc.*, 10-CV-3464 (N.D. Cal)
- 17 m. *Dorn v. Eddington Security, Inc.*, 08-CV-10271 (S.D.N.Y)
- 18 n. *Olivia v. Executive Cellular Phones, Inc.*, 11-CV-3994 (S.D.N.Y)
- 19 o. *Vosilla v. Novo Nordisk, Inc.*, 11-CV-3744 (E.D.N.Y)
- 20 p. *Chisholm v. Sanofi-Aventis U.S. LLC*, 11-CV-7758 (S.D.N.Y)
- 21 q. *McKenzie v. Schulte Roth & Zabel, LLP*, 11-CV-3991 (S.D.N.Y)
- 22 r. *Cruz v. Shiseido Americas, Inc.*, 11-CV-6622 (S.D.N.Y)
- 23 s. *Doyle v. MapMyFitness*, 11-CV-05879 (D.N.J)
- 24 t. *Butt v. Megabus Northeast, LLC*, 11-CV-3993 (S.D.N.Y)
- 25 u. *Gomez v. Gravitas Technology, Inc.*, 10-CV-6412 (S.D.N.Y)
- 26 v. *Szu v. TGI Friday's, Inc.*, 12-CV-2707 (E.D.N.Y)
- 27 w. *Keller v. Axa Equitable Life Insurance Company*, 12-CV-4565 (S.D.N.Y)
- 28 x. *Lebron v. Apple-Metro, Inc.*, 12-CV-1870 (S.D.N.Y)

- y. *Dalton v. Gem Financial Services, Inc.*, 15-CV-05636 (E.D.N.Y)
- z. *Earhart et al. v. Squaw Valley Resort, LLC, et al.*, 21vcm49 (Mono Co. Sup. Ct.)
- aa. *Sanchez, et al. v. Hearst Communications, Inc.*, 20-cv-5147 (N.D. Ca.)
- bb. *James, et al. v. J.J. Keller & Associates Inc.*, 21STCV10996 (Los Angeles Co. Sup. Ct.)
- cc. *Salazar v. Kael Foods*, CGC-21-588813 (San Francisco Co. Sup. Ct.)

6. Among these cases, The Ottinger Firm has been appointed as class counsel in *Barouille v. Goldman Sachs & Co.*, 10-CV-4285, (S.D.N.Y); *Mas v. Cumulus Media Partners*, 10-CV-1396 (N.D. Cal); *Landin v. UBS*, 10-CV-711, (S.D.N.Y); *Martinez v. Forest Laboratories*, 10-CV-06032, (S.D.N.Y); *Orgill v. Ingersoll-Rand Company*, 101142/2010, (S.D.N.Y); *Butt v. Megabus Northeast, LLC*, 11-CV-3993, (S.D.N.Y); *Gomez v. Gravitas Technology, Inc.*, 10-CV-6412, (S.D.N.Y); *Fouathia v. Gurwitch Products*, 10-CV-6411, (S.D.N.Y); *McKenzie v. Schulte Roth & Zabel, LLP*, 11-CV-3991, (S.D.N.Y); *Dorn v. Eddington Security*, 08-CV-10271, (S.D.N.Y), (co-counsel with Outten & Golden LLP); and *Lebron v. Apple-Metro, Inc.*, 12-CV-1411, (S.D.N.Y), *Salazar v. Kael Foods*, CGC-21-588813 (San Francisco Co. Sup. Ct.), *James, et al. v. J.J. Keller & Associates Inc.*, 21STCV10996 (Los Angeles Co. Sup. Ct.).

7. Attached hereto as **Exhibit 1** is a true and correct copy of the executed Stipulation of Class Action Settlement and the Class and PAGA Notices (hereafter, the “Settlement” or “Agreement”).

8. Attached hereto as **Exhibit 2** is a true and correct copy of the filing confirmation of the Settlement Agreement and this Motion with the LWDA.

Procedural Background

9. Defendant is a Senior Living Facility that operates in the state of California and within the Counties of San Francisco and Alameda. Plaintiff Marites Ballesteros began employment with Defendant in July 2017.

10. On January 13, 2021, Plaintiff Ballesteros filed a Complaint against Defendant Alma Via of San Francisco in the Superior Court of the State of California, County of San Francisco. Plaintiff Ballesteros asserted claims that Alma Via of San Francisco: (1) Failed to provide meal periods in violation of Cal. Lab. Code §§ 226.7, 512, and 1198; (2) Failed to provide rest periods in violation of Cal. Lab. Code §§ 226.7 & 1198; (3) Failed to pay overtime wages & penalties in violation of Cal. Lab. Code §§ 510, 1194; (4) Failed to provide accurate, itemized wage statements in violation of Cal. Lab. Code § 226; (5)

1 Failed to pay for all hours worked in violation of Cal. Lab. Code § 223, IWC Wage Order 10-2001; (6)
2 Waiting time penalties in violation of Cal. Lab. Code §§ 201, 202 & 203; and (7) Unfair competition &
3 business practices in violation of Cal. Bus. & Prof. Code §17200 et seq.

4 11. On March 8, 2021, Plaintiff Ballesteros filed her First Amended Complaint against
5 Defendant AlmaVia of San Francisco and Defendant Elder Care Alliance of San Francisco in the Superior
6 Court of the State of California, County of San Francisco. Plaintiff Ballesteros asserted claims that Alma
7 Via of San Francisco and Elder Care Alliance of San Francisco: (1) Failed to provide meal periods in
8 violation of Cal. Lab. Code §§ 226.7, 512, and 1198; (2) Failed to provide rest periods in violation of Cal.
9 Lab. Code §§ 226.7 & 1198; (3) Failed to pay overtime wages & penalties in violation of Cal. Lab. Code §
10 § 510, 512, 1194, 1194.2, and 1198; (4) Failed to provide accurate, itemized wage statements in violation
11 of Cal. Lab. Code § 226; (5) Waiting time penalties in violation of Cal. Lab. Code §§ 201, 202 & 203; and
12 (6) Unfair competition & business practices in violation of Cal. Bus. & Prof. Code § 17200 et seq.

13 12. On April 1, 2021, Defendant Elder Care Alliance filed an Answer to the First Amended
14 Complaint of Plaintiff Ballesteros generally denying all claims and asserting 14 affirmative defenses.

15 13. On March 21, 2023, the Parties participated in an all-day mediation presided over by
16 mediator Mark S. Rudy. Following the mediation, each side, represented by its respective counsel, agreed
17 to settle the Actions which was memorialized in the form of a Memorandum of Understanding. The fully
18 executed Settlement Agreement replaces and supersedes the Memorandum of Understanding and any other
19 agreements, understandings, or representations between the Parties.

20 **The Fairness of the Settlement**

21 14. The Settlement stipulates that Defendants will pay a gross settlement amount of
22 \$5,500,000.00. Out of the total gross amount, the Settlement Agreement further stipulates the following
23 deductions: (1) attorneys' fees of \$1,925,000.00 (one-third of the Gross Settlement Amount), (2) actual
24 costs of up to \$51,164.70 to be awarded to Class Counsel, (3) An Incentive Award to Plaintiff of up to
25 \$7,500 and (4) Settlement Administration Costs to not exceed the amount of \$20,000.00. In this Motion
26 for Final Approval Plaintiffs' are applying for \$50,692.95 in actual litigation costs, and The Settlement
27 Administrator CPT Group states the current and anticipated administration costs are \$16,000.00. Therefore,
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1 the Net Settlement Fund will be \$3,478,307.05, which will be distributed among the Class Members and
2 PAGA Settlement Group Members, and none of which will revert to Defendants.

3 15. The Net Settlement Fund will be allocated to Class Members and PAGA Settlement Group
4 Members on a workweek basis, as calculated by the Class Administrator. Accordingly, Class Members and
5 PAGA Settlement Group Members who worked for Defendants for more work weeks, and likely
6 experienced more of the alleged violations, will be compensated proportionately. This method of allocation
7 ensures fairness, adequacy, and reasonableness.

8 **Attorney's Fees and Litigation Costs**

9 16. The Attorney's Fees requested totaling 35% of the Gross Settlement Fund are fair and
10 reasonable based on the risks and effort associated with class action and PAGA litigation. This fee award
11 will be divided among the four firms who collectively are Class Counsel, pursuant to a fully executed fee
12 sharing agreement.

13 17. Attached as **Exhibit 3** are true and correct copies of my firm's time records for this case.

14 18. The requested attorney and paralegal rates are reasonable in view of the qualifications of
15 the staff who worked on this case.

16 19. For the 559.60 hours of attorney and paralegal time expended by the firm on this case, this
17 results in a lodestar of \$320,200.00

18 20. Attached hereto as **Exhibit 4** are true and correct copies of my firm's records for this case
19 to date showing that the firm has incurred approximately \$15,809.32 in costs.

20 21. Lynsey Johnson was an employment attorney at The Ottinger Firm, P.C. from September
21 2023 to December 2024. Ms. Johnson has extensive experience in employment law and complex litigation
22 and she represents employees in employment representative and class action lawsuits at both the state and
23 federal levels. Ms. Johnson received her Juris Doctorate from the University of California, College of the
24 Law, and a Bachelor of Arts with honors in Politics from The University of San Francisco. Ms. Johnson
25 has been recognized by The Best Lawyers in America, "Ones to Watch: Labor and Employment Law –
26 Management" for two consecutive years (2022 and 2023). The Ottinger Firm requests a rate of \$750.00
27 per hour for Ms. Johnson's work on this case.
28

1 22. Katherine Roussos is an employment attorney at The Ottinger Firm, P.C. who came to the
2 firm with five years of experience as an attorney working in civil litigation. She has worked on this case
3 throughout the settlement approval process including the supplemental filings and amendments to the
4 Settlement Agreement. The Ottinger firm requests a rate of \$750 per hour for Ms. Roussos' work on this
5 case.

6 23. Melanie Proctor is a senior employment attorney at The Ottinger Firm, P.C. whose
7 contributions to the case are signification for its success. The Ottinger Firm requests a rate of \$850 per hour
8 for Ms. Proctor's work on the case.

9 24. William Denis, Finn Dusenbery, Britney Hamilton, and Andrew Mailhot were associates at
10 The Ottinger Firm, P.C., and their contributions to the case were significant for its success. The Ottinger
11 Firm requests a rate of \$750.00 per hour for this associate's work on this case.

12 25. Brian Walker, Paraskevi Batsikas, Kyle Wilson, and Abby Simmons were associates at The
13 Ottinger Firm, P.C., and their contributions to the case were significant for its success. The Ottinger Firm
14 requests a rate of \$650.00 per hour for these associates' work on this case.

15 26. Shiva Shah was an associate attorney the Ottinger Firm, P.C., who contributed to the success
16 of this case. The Ottinger Firm requests a rate of \$550.00 per hour for Ms. Shah's work on this case.

17 27. Jolen Medwid was a paralegal at The Ottinger Firm, P.C. Ms. Medwid has over sixteen
18 years of experience as a paralegal in various areas of law, with a primary focus on employment law over
19 the last nine years. Ms. Medwid has assisted with arbitrations, wage and hour class actions,
20 discrimination/harassment/retaliation lawsuits, negotiations of various employment agreements, charges
21 filed with the EEOC and/or other state agencies, and National Labor Relations Act charges and union
22 grievances. In 2001, Ms. Medwid graduated from Northeast University with a bachelor's degree in Criminal
23 Justice and earned her Paralegal Certificate in 2004 from University of North Carolina, Wilmington. The
24 Ottinger Firm requests a rate of \$260.00 per hour for Ms. Medwid's work on this case.

25 28. Tim Hansen was a paralegal at The Ottinger Firm, P.C. Mr. Hansen has over five years of
26 experience spanning across multiple practice areas including family law, intellectual property, personal
27 injury, and employment law. In 2018, Mr. Hansen graduated from Regent University, *magna cum laude*,
28 with a bachelor's degree in Paralegal Studies. Mr. Hansen has worked as a paralegal focusing on

1 employment law related matters for over one year. The Ottinger Firm requests a rate of \$260.00 per hour
2 for Mr. Hansen's work on this case.

3 29. Joanna Fernandes was a paralegal at the Ottinger Firm, P.C., who contributed to the success
4 of this case. The Ottinger Firm requests a rate of \$350.00 per hour for Ms. Fernandes's work on this case.

5 30. Michelle Proctor, Erin Conn, Taj Singh, Jacqueline Graves, Mary Slattery, Hyung Joon
6 Kim, and Janel Smith were paralegals at the Ottinger Firm, P.C., who all contributed to the success of this
7 case. The Ottinger Firm requests a rate of \$260.00 per hour for all of the aforementioned paralegals' work.

8 31. Meaghan Taggart is a paralegal at the Ottinger Firm, P.C. The Ottinger Firm requests a rate
9 of \$260.00 per hour for Ms. Taggart's work on this case.

10 32. Zachary McCarthy is a legal assistant at the Ottinger Firm, P.C. The Ottinger Firm requests
11 a rate of \$260.00 per hour for Mr. McCarthy's work on this case.

12 33. Our previous experience in litigating wage and hour class actions also supports the
13 reasonableness of the fee request, as does the caliber of opposing counsel. Our experience in similar matters
14 was integral in evaluating the strengths and weaknesses of the case against Defendants and the
15 reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation, especially in
16 cases involving meal and rest period claims, requires particular attention to nuances concerning ever-
17 evolving procedural and substantive issues. This is especially so given recent changes in the legal landscape
18 surrounding class certification. Indeed, even though California courts have recently been fairly receptive
19 to granting class certification in wage and hour cases, the U.S. Supreme Court has gone in the opposite
20 direction, and the California Supreme Court has followed the U.S. Supreme Court's lead to a significant
21 extent in view of its decision in *Duran v. U.S. Bank Nat'l Assn.* (2014) 59 Cal.4th 1 by placing a heightened
22 emphasis on manageability considerations even in cases that present predominant common questions. Our
23 previous experience in wage and hour class action cases was integral in being able to resolve this case on
24 favorable terms for the Class because that experience enabled us to pinpoint issues that likely encouraged
25 Defendants to resolve this case for fair compensation on a class-wide basis instead of proceeding to class
26 certification and beyond. Because it is reasonable to compensate us commensurate with skill, reputation,
27 and experience, the requested fee award warrants this Court's final approval. Furthermore, we zealously
28

1 litigated this matter against Defendant's Counsel, who themselves have extensive experience in
2 employment law.

3 34. As Class Counsel, the Ottinger Firm P.C., along with the other firms representing Plaintiffs,
4 should be compensated for undertaking these risks on a pure contingency basis. Since undertaking
5 representation of Plaintiffs Class Counsel has borne all the costs of litigation without receiving any
6 compensation to date for the claims in this case. During this time, my firm has expended more than
7 \$15,809.32 in costs, and devoted significant time to this litigation. Their efforts have included, among other
8 things, conferring with Plaintiff to identify and gather information about the claims in this lawsuit, drafting
9 pleadings, reviewing pay and time records from Defendants, drafting a detailed mediation brief,
10 participating in mediation, drafting, finalizing, amending, and obtaining approval of the Settlement, and
11 addressing post-Settlement issues such as the claims administration process. Given the considerable
12 potential for adverse outcomes in this case, the contingent risk was great. This litigation also took a
13 considerable amount of time and effort that Class Counsel could have spent on other cases, albeit hourly
14 cases or lower risk contingency cases. Indeed, given the likely difficulties with prevailing on the vast
15 majority of the claims asserted, this was a risky case for Class Counsel to pursue. In turn, without Class
16 Counsel's representation and undertaking of this risk, the Class in this case would not be able to enjoy
17 significant recoveries that the Settlement affords. The quality of Class Counsel's work, and the efficacy
18 and dedication with which it was performed, should be compensated. (See, e.g., *J.N. Futia Co. v. Phelps*
19 *Dodge Indus., Inc.* (S.D.N.Y. 1982) 1982 U.S. Dist. LEXIS 15261.)

20 35. The Class Representative Incentive Payment of \$7,500.00 for Plaintiff Marites Ballesteros
21 is entirely reasonable given her efforts in this case and the risks she undertook on behalf of the Class. Here,
22 Plaintiff advanced the interests of the Class by, among other things, speaking with counsel, gathering
23 documents, providing counsel with extensive information about Defendants' policies and practices with
24 respect to the wage and hour claims at issue, and assisting counsel in preparing for the mediation. Plaintiff
25 took the personal risk of potentially facing intrusive discovery and disclosure to future employers that she
26 sued a former employer, making her future uncertain. Finally, Plaintiff is agreeing to a much broader
27 release of claims than other Class Members. Given these considerations, the modest Incentive Payment to
28 Plaintiff is appropriate and justified as part of the Settlement.

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

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4 Executed on November 13, 2025, at San Francisco, California.

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6 _____
7 ROBERT OTTINGER
8 Declarant
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Exhibit 1

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement and Release (“Agreement”) is made by and between Plaintiffs Marites Ballesteros, Yesenia Arias, Marta Aguilar, and Maria Tabuyo (collectively “Plaintiffs”), on the one hand, and Defendants Elder Care Alliance, Elder Care Alliance of San Francisco d/b/a AlmaVia of San Francisco, Elder Care Alliance of San Rafael, and Mercy Retirement and Care Center, (collectively “Defendants”), on the other hand. Plaintiffs and Defendants collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meanings in this Agreement:

- A. “Actions” means the complaints that were filed in California state court and any amendments thereto, which are currently captioned: *Yesenia Arias v. Elder Care Alliance*, filed in the Superior Court of the State of California, County of Alameda, Case No. RG21090600; *Yesenia Arias v. Elder Care Alliance*, filed in the Superior Court of the State of California, County of Alameda, Case No. RG 21102829; *Marites Ballesteros v. AlmaVia of San Francisco, et al.*, filed in the Superior Court of the State of California, County of San Francisco, Case No. CGC-21-588913; *Marta Aguilar v. Elder Care Alliance of San Rafael*, filed in the Superior Court of the State of California, County of Alameda, Case No. RG21107053; and *Maria Tabuyo v. Mercy Retirement and Care Center*, filed in the Superior Court of the State of California, County of Alameda, Case No. 22CV022908.
- B. “Class” means all current and former hourly-paid or non-exempt employees of Defendants, Elder Care Alliance of Camarillo, and Elder Care Alliance of San Mateo in California employed between January 13, 2017 through the date of preliminary approval of class settlement, or 90 days after the signing of the Memorandum Of Understanding memorializing the settlement reached on April 6, 2023 between Plaintiffs and Defendants, whichever is sooner.
- C. “Class Counsel” means Robert Ottinger, Lynsey Johnson, and William Denis of The Ottinger Firm, P.C.; Arby Aiwazian, Joanna Ghosh, and Brian J. St. John of Lawyers for Justice, PC; Justin Lo of Work Lawyers, PC; and John G. Yslas and Jeffrey C. Bills of Wilshire Law Firm.
- D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel as approved by the Court to compensate them for, respectively, their legal work in connection with the Actions, and related litigation expenses billed in connection with the Actions.
- E. “Class Data” means, for each Class Member, his or her full name; last-known mailing address; Social Security number; employee identification number, if any; dates of

employment; and number of Workweeks worked during the Class Period as a Class Member.

- F. "Class Member" means any member of the Class.
- G. "Class Notice" or "Class Notice Packet" means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A and incorporated by reference into this Agreement.
- H. "PAGA Notice" means the Notice of PAGA Settlement in the form attached hereto as Exhibit B and incorporated by reference into this Agreement.
- I. "Class Period" means the period of time from January 13, 2017 through the date of preliminary approval of class settlement, or 90 days after the full execution of the Memorandum Of Understanding memorializing the settlement reached on April 6, 2023 between Plaintiffs and Defendants, whichever is sooner.
- J. "Class Representatives Service Payment" means the service payments made to the Plaintiffs in their individual capacity as Class Representatives in order to compensate them for each initiating the respective Actions, performing work in support of the Actions, undertaking the risk of liability for Defendants' expenses in the event they were unsuccessful in the prosecution of the Actions, and for the general release of all claims by the Plaintiffs as set forth herein.
- K. "Class Settlement" means the settlement and resolution of the Released Class Claims.
- L. "Court" means the Superior Court of California, County of Alameda.
- M. "Defendants' Counsel" means Robert Vogel, Elise Dvorochkin, Andrew Kozlow and Mossamat Karim of Jackson Lewis, P.C.
- N. "Effective Date" means the date by which all the following have occurred:
 - 1. This Agreement is approved by the Court; and
 - 2. The Judgment becomes Final as defined in Section P of this Agreement.
- O. "Election Not to Participate in Class Settlement" means the written request by a Class Member to exclude himself or herself from the Class Settlement submitted in accordance with the instructions in the Class Notice.
- P. "Final" means the last of the following dates, as applicable:
 - 1. If no objection to the Settlement is made, the date the Court executes the Final Approval Order.
 - 2. If an objection to the Settlement is made, and no timely appeal from the Judgment is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Judgment by any Class Member who files an objection to the Settlement with the Court.

3. If an objection to the Settlement is made and a timely appeal from the Judgment is filed, the date the appeal is dismissed or the date of an appellate decision affirming the Judgment becomes final.
- Q. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- R. "Gross Settlement Amount" means Five Million Five Hundred Thousand Dollars and Zero Cents (\$5,500,000.00) to be paid by Defendants. This amount is an all-in amount without any reversion to Defendants and shall be inclusive of all payments of Individual Settlement Shares to Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and PAGA Allocation contemplated in this Agreement. However, Defendants will make any additional payments to the Class Administrator representing its share of any employer payroll taxes to be paid in connection with the settlement and subject to any escalation.
- S. "Individual PAGA Payment" means the *pro rata* share of the PAGA Group Amount that a PAGA Settlement Group Member is eligible to receive under the PAGA Settlement.
- T. "Individual Settlement Share" means each Participating Class Members' share of the Net Settlement Amount as provided by this Agreement. The funds paid to Participating Class Members shall not be eligible for contributions or matching funds relating to any employer-sponsored benefit plan.
- U. "Judgment" means the Final Approval Order and Judgment entered by the Court.
- V. "LWDA Payment" means the seventy-five percent (75%) portion of the PAGA Allocation, or One Hundred Eighty-Seven Thousand Five Hundred Dollars and Zero Cents (\$187,500.00), that the Parties have agreed to pay to the California Labor and Workforce Development Agency ("LWDA").
- W. "MOU" means the Memorandum of Understanding memorializing the settlement reached on April 6, 2023 between Plaintiffs and Defendants.
- X. "Net Settlement Amount" means the Gross Settlement Amount less the Court approved amounts for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, PAGA Allocation, and the Settlement Administration Expenses.
- Y. "PAGA Allocation" means the amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) from the Gross Settlement Amount for the PAGA Settlement. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Allocation, or One Hundred Eighty-Seven Thousand Five Hundred Dollars and Zero Cents (\$187,500.00) (i.e., the LWDA Payment), will be paid to the Labor and Workforce

Development Agency, and the remaining twenty-five percent (25%), or Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$62,500.00) (i.e., the PAGA Group Amount), will be distributed to PAGA Settlement Group Members on a *pro rata* basis based on their Workweeks during the PAGA Period. If the Court approves a PAGA Allocation of less than Two Hundred Fifty Thousand Dollars (\$250,000), the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

Z. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code Section 2698, *et seq.*

AA. “PAGA Data” means, for each PAGA Settlement Group Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number, if any; his or her dates of employment; and his or her number of Workweeks worked during the PAGA Period as a PAGA Settlement Group Member.

BB. “PAGA Group Amount” means the twenty-five percent (25%) portion of the PAGA Allocation, or Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$62,500.00), to be distributed to Aggrieved Employees on a *pro rata* basis based on their Workweeks during the PAGA Period

CC. “PAGA Period” means April 20, 2020 through the date of preliminary approval of the class settlement, or 90 days from the signing of the MOU, whichever is sooner.

DD. “PAGA Settlement” means the settlement and resolution of the Released PAGA Claims.

EE. “PAGA Settlement Group Members” means all persons who are or were hourly-paid or non-exempt employees of Defendants in California employed between April 20, 2020, through the date of preliminary approval of class settlement, or 90 days after the signing of the MOU, whichever is sooner.

FF. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Class Settlement.

GG. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement.

HH. “Released Parties” means Defendants, Elder Care Alliance, Elder Care Alliance of Camarillo d/b/a AlmaVia of Camarillo, Elder Care Alliance of San Francisco d/b/a AlmaVia of San Francisco, Elder Care Alliance of San Mateo d/b/a The Villa at San Mateo, Elder Care Alliance of San Rafael d/b/a Almavia of San Rafael, Elder Care Alliance of Union City, and Mercy Retirement and Care Center, and all affiliated predecessor and successor entities, and each such entity’s respective present and former subsidiaries, affiliates, parents, agents, employees, former employees, partners,

owners, shareholders, directors, officers, attorneys, trustees, administrators, insurers, re-insurers, representatives, predecessors, successors, and assigns.

- II. "Settlement" means the disposition of the Actions and all related claims effectuated by this Agreement.
- JJ. "Settlement Administrator" means CPT Group, the administrator proposed by the Parties and appointed by the Court to administer the Settlement.
- KK. "Workweek(s)" means the number of workweeks each Class Member worked as an hourly-paid or non-exempt employee for Defendants in California during the Class Period.

II. RECITALS

- A. On January 13, 2021, Plaintiff Ballesteros filed a Complaint against Defendant AlmaVia of San Francisco in the Superior Court of the State of California, County of San Francisco. Plaintiff Ballesteros asserted claims that AlmaVia of San Francisco:
 - 1. Failed to provide meal periods in violation of Cal. Lab. Code §§ 226.7, 512, and 1198.
 - 2. Failed to provide rest periods in violation of Cal. Lab. Code §§ 226.7 & 1198;
 - 3. Failed to pay overtime wages & penalties in violation of Cal. Lab. Code §§ 510, 1194;
 - 4. Failed to provide accurate, itemized wage statements in violation of Cal. Lab. Code § 226;
 - 5. Failed to pay for all hours worked in violation of Cal. Lab. Code § 223, IWC Wage Order 10-2001;
 - 6. Waiting time penalties in violation of Cal. Lab. Code §§ 201, 202 & 203; and
 - 7. Unfair competition & business practices in violation of Cal. Bus. & Prof. Code § 17200 *et seq.*
- B. On March 8, 2021, Plaintiff Ballesteros filed her First Amended Complaint against Defendant AlmaVia of San Francisco and Defendant Elder Care Alliance of San Francisco in the Superior Court of the State of California, County of San Francisco. Plaintiff Ballesteros asserted claims that AlmaVia of San Francisco and Elder Care Alliance of San Francisco:
 - 1. Failed to provide meal periods in violation of Cal. Lab. Code §§ 226.7, 512, and 1198.

2. Failed to provide rest periods in violation of Cal. Lab. Code §§ 226.7 & 1198;
 3. Failed to pay overtime wages & penalties in violation of Cal. Lab. Code §§ 510, 512, 1194, 1194.2, and 1198;
 4. Failed to provide accurate, itemized wage statements in violation of Cal. Lab. Code § 226;
 5. Waiting time penalties in violation of Cal. Lab. Code §§ 201, 202 & 203; and
 6. Unfair competition & business practices in violation of Cal. Bus. & Prof. Code § 17200 *et seq.*
- C. On April 1, 2021, Defendant Elder Care Alliance of San Francisco dba AlmaVia of San Francisco filed an Answer to the First Amended Complaint of Plaintiff Ballesteros generally denying all claims and asserting 14 affirmative defenses.
- D. On March 3, 2021, Plaintiff Arias filed a Complaint against Defendant Elder Care Alliance in the Superior Court of the State of California, for the County of Alameda. Plaintiff Arias asserted the following claims against Defendant Elder Care Alliance:
1. Violation of California Labor Code §§ 510 and 1198 for unpaid overtime;
 2. Violation of California Labor Code § 226.7 and 512(a) for unpaid Meal Period Premiums;
 3. Violation of California Labor Code § 226.7 for Unpaid Rest Period Premiums;
 4. Violation of California Labor Code §§ 1194, 1197, and 1197.1 for Unpaid Minimum Wages;
 5. Violation of California Labor Code §§ 201 and 202 for Final Wages Not Timely Paid;
 6. Violation of California Labor Code §§ 201 and 202 for Wages Not Timely Paid During Employment;
 7. Violation of California Labor Code § 226(a) for Non-Compliant Wage Statements;
 8. Violation of California Labor Code § 1174(d) for Failure to Keep Requisite Payroll Records;

9. Violation of California Labor Code §§ 2800 and 2802 for Unreimbursed Business Expenses; and
 10. Violation of the Business and Professions Code § 17200 *et seq.*
- E. On May 21, 2021, Defendant Elder Care Alliance filed its Answer to the Complaint filed by Plaintiff Arias, generally denying the claims and asserting affirmative defenses.
- F. On July 29, 2021, Plaintiff Aguilar filed a Complaint against Defendant Elder Care Alliance of San Rafael in the Superior Court of the State of California, for the County of Alameda. Plaintiff Aguilar asserted claims for violations of PAGA against Defendant Elder Care Alliance of San Rafael.
- G. On October 15, 2021, Defendant Elder Care Alliance of San Rafael filed its Answer to the Complaint of Plaintiff Aguilar, generally denying the claim and asserting affirmative defenses.
- H. On November 30, 2022, Plaintiff Tabuyo filed a Complaint against Defendant Mercy Retirement and Care Center and Defendant Elder Care Alliance in the Superior Court of the State of California, for the County of Alameda. Plaintiff Tabuyo asserted the following claims against Defendant Mercy Retirement and Care Center and Defendant Elder Care Alliance:
1. Failure to Pay Minimum and Straight Time Wages in violation of Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197;
 2. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 1194 and 1198;
 3. Failure to Provide Meal Periods in violation of Cal. Lab. Code §§ 226.7, 512;
 4. Failure to Authorize and Permit Rest Periods in violation of Cal. Lab. Code § 226.7;
 5. Failure to Timely Pay Final Wages at Termination in violation of Cal. Lab. Code §§ 201-203;
 6. Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab. Code § 226;
 7. Failure to Indemnify Employees for Expenditures in violation of Cal. Lab. Code § 2802; and
 8. Unfair Business Practices in violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*

- I. On March 21, 2023, the Parties participated in an all-day mediation presided over by Mark S. Rudy, a well-respected mediator of wage and hour class actions. Following the mediation, each side, represented by its respective counsel, agreed to settle the Actions which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understanding, or representations between the Parties.
- J. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Actions of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Actions.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendants will pay under this Settlement is Five Million Five Hundred Thousand Dollars and Zero Cents (\$5,500,000.00). All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendants.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 - 1. **To Plaintiffs:** In addition to the Individual Settlement Share to be paid to Plaintiffs, Plaintiffs will apply to the Court for an award of not more than Seven Thousand Five Hundred Dollars (\$7,500.00) each as Class Representative Service Payments. Defendants will not oppose the application for Class Representative Service Payments of no more than Seven Thousand Five Hundred Dollars (\$7,500.00) for each of the Plaintiffs. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than Seven Thousand Five Hundred Dollars (\$7,500.00) for each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax

withholding and deductions will not be taken from the Class Representative Service Payments and instead a Form 1099 will be issued to the Plaintiffs with respect to the payment. Submission of an IRS W-9 by each Plaintiff shall be a condition precedent to issuance of this payment. To receive the Payment, the Plaintiffs agree to a California Civil Code section 1542 waiver and general release of all claims. Plaintiffs' Workers Compensation claims, if any, are expressly excluded from this general release.

2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than thirty-five percent (35%) of the Gross Settlement Amount (\$1,925,000.00 if the Gross Settlement Amount is \$5,500,000.00) as their Class Counsel Fees Payment, plus actual costs and expenses, of up to \$50,419.79, plus additional anticipated costs through dismissal of no more than \$745.00, as supported by declaration as their Class Counsel Litigation Expenses Payment. Defendants will not oppose the request for a Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court (but not more than 35% of the Gross Settlement Amount) out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment of less than 35% of the Gross Settlement Amount or approves a Class Counsel Litigation Expenses Payment of less than \$50,419.79 plus additional anticipated costs through dismissal of no more than \$745.00, the remainder will be retained in the Net Settlement Amount for Distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments.
3. **To LWDA.** The Parties will seek approval from the Court for the PAGA Allocation of Two Hundred Fifty Thousand Dollars (\$250,000) out of the Gross Settlement Amount, of which seventy-five percent (75%), or One Hundred Eighty Seven Thousand Five Hundred Dollars (\$187,500), shall be allocated to the Labor and Workforce Development Agency (i.e., the LWDA Payment) as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA.
4. **To PAGA Settlement Group Members.** The Parties will seek approval from the Court for the PAGA Allocation of Two Hundred Fifty Thousand Dollars (\$250,000) out of the Gross Settlement Amount, of which twenty-five percent (25%), or Sixty-Two Thousand Five Hundred Dollars (\$62,500), shall be distributed to the PAGA Settlement Group Members (i.e., the PAGA Group Amount). Each PAGA Settlement Group Member's individual share shall be determined *pro rata* based on the Workweeks of the PAGA Settlement Group Member during the PAGA

Period. The Individual PAGA Payment for each PAGA Settlement Group Member will be calculated as follows: the Settlement Administrator will (a) divide the PAGA Group Amount by the total number of Workweeks worked for all PAGA Settlement Group Members that occurred during the PAGA Period and (b) multiply the result by each individual PAGA Settlement Group Member's Workweeks during the PAGA Period.

5. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed Twenty Thousand Dollars (\$20,000) ("Settlement Administration Expenses"), which is a good faith estimate. If the estimated Settlement Administration Expenses are insufficient, they will be adjusted and shall be paid from the Gross Settlement Amount. To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than Twenty Thousand Dollars (\$20,000), the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

C. Payments from the Net Settlement Amount. The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

1. **Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
2. **Calculation.** The Individual Settlement Share for each Participating Member will be calculated as follows: The Settlement Administrator will (a) divide the Net Settlement Amount by the total number of Workweeks worked for all Participating Class Members that occurred during the Class Period and (b) multiply the result by each individual Participating Class Member's Workweeks during the Class Period.
3. **Withholding.**
 - a. Twenty Percent (20%) of each Participating Class Member's Individual Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2 and shall be paid from the Gross Settlement Amount. Defendants shall be responsible for paying the employer share of payroll taxes separate and in addition to the Gross Settlement Amount.

- b. Eighty Percent (80%) of each Participating Class Member's Individual Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.
 - c. One Hundred (100%) of each PAGA Settlement Group Member's Individual PAGA Payment is in settlement for penalties allegedly due to employees. Such payments shall not be subject to wage withholdings and shall be reported on IRS Form 1099.
 - 4. **Effect of Non-Participating Class Members.** Class Members who submit a valid and timely Election Not to Participate in Class Settlement will receive no Individual Settlement Share, and their Election Not to Participate in Class Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Individual Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Individual Settlement Shares.
 - 5. **Class Size Modification.** Defendants have represented that the class, as of March 21, 2023, consists of approximately 121,394 Workweeks during the Class Period. If the actual number of Workweeks exceeds 121,394 by more than ten percent (10%) (i.e., exceeds 133,533 Workweeks), then the Total Settlement Amount will be increased on a proportional basis by the same number of percentage points by which the number of Workweeks exceeds the ten percent (10%) (e.g., if the threshold of 133,533 Workweeks is exceeded by one percent (1%), then the Total Settlement Amount will increase by one percent (1%)).
- D. Appointment of Settlement Administrator.** The Parties obtained quotes for claims administration from CPT, ILYM Group, JND Legal Administration, and are utilizing CPT Group because it provided the least expensive quote. In the past 30-plus years, CPT Group has provided notification and/or claims administration services in thousands of class action cases. Due to the sensitive nature of settlement administration, CPT follows a series of strict protocols to protect the integrity of its work that include, but are not limited to, the following: employing security controls and procedures throughout its business that comply with AICPA SOC Type II; requiring of secure file transfer of all Class Member data, account and wire information; multifactor authentication to secure all email accounts; monitoring each endpoint with modern Data Loss Prevention ("DLP") software; implementation of strict policy regarding the transmittal and storage of SI; requiring staff to complete regular cyber security training; monthly external and internal vulnerability scans to ensure the integrity of its security measures. To protect against potential losses, CPT holds \$2,000,000 in Errors and Omissions insurance, \$1,000,000 in Crime/Fidelity insurance, and \$5,000,000 in cyber insurance. CPT Group's Crime/Fidelity insurance

covers defalcation of funds and its cyber insurance covers data breach. The Settlement Administrator, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members and PAGA Notice to all PAGA Settlement Group Members; conducting a National Change of Address search to update Class Member and PAGA Settlement Group Members addresses before mailing the Class Notice Packets and PAGA Notice; re-mailing Class Notice Packets that are returned to the Class Member's new address and doing the same for the PAGA Notice; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Class Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and PAGA Notices and receipt of completed Elections Not to Participate in Class Settlement; calculating Individual Settlement Shares and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Individual Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet and PAGA Notice, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

E. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement by the Court.

- a. After Execution of this Settlement Agreement, Plaintiffs will file a Preliminary Approval Motion with the Superior Court for the County of Alameda for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice and PAGA Notice (the "Motion for Preliminary Approval"). Any disagreement among the parties concerning the Class Notice, PAGA Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution. Defendants agree that the Preliminary Approval Motion will not be opposed so long as the Preliminary Approval Motion is consistent with the terms of the Settlement Agreement and Defendants are provided with sufficient

time to review the Preliminary Approval Motion prior to its filing. Counsel for Defendant shall have five (5) court days to review, comment on, and approve the Preliminary Approval Motion before it is filed with the Court. The Parties shall file a stipulation in the *Arias* Class Action consolidating all actions filed by Plaintiffs against Elder Care Alliance, Alma Via of San Francisco, Elder Care Alliance of San Francisco, Elder Care Alliance of San Rafael, and Mercy Retirement and Care Center.

- b. At the hearing on the Preliminary Approval Motion, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement.
- c. Should the Court decline to preliminarily approve material aspects of the Settlement, the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

2. Notice to Class Members. After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent a Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement) and every PAGA Settlement Group Member will be sent the PAGA Notice (which will include the PAGA Notice completed to reflect the Order Granting Preliminary Approval of the Settlement), in English and Spanish, as follows:

- a. No later than twenty-one (21) days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendants will provide the Settlement Administrator an electronic database containing each Class Member's Class Data, including, all PAGA Settlement Group Members' PAGA Data. If any or all the Class Data or PAGA Data is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data and/or PAGA Data prior to when it must be submitted to the Settlement Administrator. This information will not be disclosed to anyone, except as required to applicable taxing authorities, and to carry out the reasonable efforts described in Section III.E.2.c., or pursuant to Defendants' express written authorization or by order of the Court. The Class Data And PAGA Data shall not be provided to Plaintiffs or Class Counsel. All Class Data and PAGA Data will be used for settlement notification and settlement administration and shall not be used for any other purpose.

- b. Upon receipt of the Class Data and PAGA Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data and PAGA Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members and PAGA Notice to all PAGA Settlement Group Members via first-class regular U.S. Mail using the mailing address information provided by Defendants unless modified by any updated address information that the Settlement Administrator obtains during administration of the Settlement.
 - c. If a Class Notice Packet and/or PAGA Notice is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than 10 days from receipt of the returned packet or notice, search for a more current address for the Class Member or PAGA Settlement Group Member and re-mail the Class Notice Packet and/or PAGA Notice to the Class Member and/or PAGA Settlement Group Member. The Settlement Administrator will use the Class Data and PAGA Data and otherwise work with Defendants to find the more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member or PAGA Settlement Group Member for whom a Class Notice Packet or PAGA Notice is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members or PAGA Settlement Group Members for whom new addresses are found. If the Class Notice Packet or PAGA Notice is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of its weekly status report provided to the Parties as described in section III.D. Class Members who receive re-mailed notices will be provided with an additional 20 days of time to opt out or object to the settlement.
3. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Class Settlement.** Participating Class Members may submit objections to the Class Settlement, including objections to Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Class Members may also

submit disputes as to Workweeks allocated to them and Elections Not to Participate in Class Settlement pursuant to the following procedures:

- a. **Objections to Settlement and Disputes as to Workweeks.** The Class Notice shall provide that only Participating Class Members who wish to object to the Class Settlement must submit to the Settlement Administrator, with copies to the Parties' Counsel, not later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets, written objections to the Settlement setting forth the grounds for the objection. A Participating Class Member who does not submit a written objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Members who submit a valid and timely Election Not to Participate in Class Settlement shall have no ability to comment on or object to the Settlement.

Each Class Member shall have forty-five (45) days from the date of mailing of the Class Notice Packet in which to dispute the number of Workweeks the Class Notice allocates to them during the Class Period. Any dispute as to this allocation shall be resolved by the Settlement Administrator. Any Notice of Dispute shall be directed to the Settlement Administrator.

If a Class Member's notice is re-mailed, the Class Member shall have forty-five (45) days after the date the Settlement Administrator initially mailed the Class Notice Packet to the Class Members or twenty (20) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later, in which to mail or fax disputes as to the number of Workweeks or written objections to the Settlement.

In the event a Class Member's Class Notice Packet remains undeliverable sixty (60) days after the Class Notice Packet was initially mailed, and is returned to the Settlement Administrator, the Settlement Administrator will not mail the Class Member's Individual Settlement Share. Instead, the Settlement Administrator will hold that Class Member's Individual Settlement Share during the check cashing period on behalf of the Class Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and Individual Settlement Share remains undeliverable, or a PAGA Settlement Group Member's Individual PAGA Payment remains undeliverable, any amounts of such Individual Settlement Share or Individual PAGA Payment checks shall be distributed to

the California State Controller's Office pursuant to the procedures of the State of California's Unclaimed Property Law.

- b. **Election Not to Participate in Class Settlement.** The Class Notice shall provide that Class Members who wish to exclude themselves from the Class Settlement must mail to the Settlement Administrator no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Class Settlement. To be valid, an Election Not to Participate in Class Settlement must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Class Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Class Member who submits a valid and timely Election Not to Participate in Class Settlement will not participate in or be bound by the Class Settlement. A Class Member who does not complete and mail a timely Election Not to Participate in Class Settlement in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Class Settlement, including the Released Class Claims by the Class as defined in Section III.G.1 below, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Class Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Class Settlement will receive a Individual Settlement Share, without the need to file a claim form, and will be bound by all the terms of the Class Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- c. **Report.** Not later than ten (10) days after the deadline for submission of Elections Not to Participate in Class Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of all Participating Class Members.
4. **Eligible Aggrieved Employees May Not Opt Out of PAGA Settlement.** Notwithstanding the foregoing, the Parties agree that there is no statutory or other right for any PAGA Settlement Group Member to opt out or otherwise exclude himself or herself from the PAGA Settlement, which releases the Released PAGA Claims asserted in the Actions. A PAGA Settlement Group Member who submits a valid and

timely request for exclusion shall still receive his or her Individual PAGA Payment, shall still be bound by the PAGA Settlement, and shall release the Released PAGA Claims as provided in this Agreement.

- 5. No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

6. Additional Briefing and Final Approval.

- a. Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment no later than the date the Plaintiffs file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
- b. Not later than sixteen (16) court days before the Final Approval Hearing, Plaintiffs will file with the Court a motion for final approval of the Settlement, PAGA Allocation, and payment of the Settlement Administration Expenses. Defendants' Counsel shall have five (5) calendar days to review, comment on, and approve the motion before it is filed with the Court.
- c. If any opposition is filed, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the Motion for Final Approval of the Settlement, the PAGA Allocation, and payment of the Settlement Administration Expenses; and Plaintiffs and Class Counsel may also file a reply in support of their motions for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment. Defendants agree not to oppose the application for Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement, then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Allocation, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses

Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.

- e. Class members may appear remotely at the final approval hearing. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry a Judgment. After the entry of the Judgment, the Court will have continuing jurisdiction over the Actions and the Settlement solely for purposes of (i) enforcing this Agreement; (ii) addressing settlement administration matters; and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
- f. The Judgment will be posted on the Administrator's website for 180 days.

7. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendants, and their respective counsel, hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for a new trial, and any extraordinary writ. The Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

8. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review. If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then the Parties shall work together in good faith to address any concerns raised by the reviewing court and propose a revised Settlement for the approval of the court not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment, the Class Counsel Fees Payment, or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph,

provided that Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

- 9. Timing of Provision of Individual Settlement Shares and Other Payments.** Defendants will fund the Gross Settlement Amount and the amount necessary to pay Defendants' share of payroll taxes within sixty (60) days of the Final Approval by depositing the money into a Qualified Settlement Fund ("QSF") to be held by the Settlement Administrator in an interest-bearing account. Within fourteen (14) days after the QSF is funded, the Settlement Administrator shall disburse attorneys' fees and costs, service payments, settlement and PAGA shares, the LWDA payment, and the Settlement Administrator's fees. In the event the Settlement does not receive Final Approval by the Court, the entirety of the QSF, including the Gross Settlement Amount and all interest earned into the account, will be returned to Defendants.
- 10. Uncashed Individual Settlement Share Checks.** A Participating Class Member or PAGA Settlement Group Member must cash his or her Individual Settlement Share check or Individual PAGA Payment check within one-hundred and eighty (180) days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member or PAGA Settlement Group Member at his or her correct address. If a Participating Class Member's or PAGA Settlement Group Member's Individual PAGA Payment check is not cashed within one-hundred and twenty (120) days after its last mailing to the Participating Class Member or PAGA Settlement Group Member, the Settlement Administrator will send the Participating Class Member or PAGA Settlement Group Member a notice informing him or her that unless the check is cashed within the next sixty (60) days from the date of the mailing, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced, but not cashed. If the check remains uncashed by the expiration of the sixty (60) days from the date the notice was mailed, the funds from such uncashed checks shall be distributed to the Legal Aid at Work ("LAAW") (the proposed cy pres recipient) in accordance with California Code of Civil Procedure Section 384. The Parties and their counsel each represent that they do not have any financial interest in, or otherwise have a relationship with, the proposed cy pres recipient that could create a conflict of interest.
- 11. Final Report by Settlement Administrator to Court.** Within ten (10) days after the final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties and file with the Court a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release of Claims.

- 1. Participating Class Members.** As of the date the Judgment becomes Final and the date the full Gross Settlement Amount has been deposited with the Settlement Administrator, Plaintiffs and participating Class members will release Defendants and the other Released Parties from the factual allegations pled in the operative pleadings in the Actions, including the claims that have been or could have reasonably been pled as wage and hour violations under California law based on the factual allegations set forth in the operative pleadings in the Actions during the Class Period (the “Released Class Claims”). The Participating Class Members will release Defendants and the other Released Parties from all remedies that could have been reasonably claimed in connection with the Released Class Claims, including, but not limited to any and all claims for violations of the California Labor Code governing: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; (10) violation of California’s unfair competition law; (11) failure to pay for all hours worked; and (12) waiting time penalties.
- 2. PAGA Settlement** As of the date the Judgment becomes Final and the date the full Gross Settlement Amount has been deposited with the Settlement Administrator, Plaintiffs as agents of the LWDA will release Defendant and the Released Parties from all claims for penalties that were brought in Plaintiffs’ LWDA letters for violation of California Labor Code section 2698, *et seq.* (“PAGA”) during the PAGA Period (the “Released PAGA Claims”). This includes claims for civil penalties under Labor Code section 2698, *et seq.*, Labor Code sections 201, 202, 203, 206, 226, 226.7, 256, 1194, 1194.2, 1197.1, 1198, 2802. This Agreement shall be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against the Released Parties for Labor Code or Wage Order violations suffered by any of the PAGA Group Members which are premised upon the facts alleged in Plaintiffs’ LWDA letter (i.e., the Judgment on this Settlement will have res judicata effect as to those claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA).
- 3. Plaintiffs.** As of the date the Judgment becomes Final, Plaintiffs hereby fully and finally release Defendants and other Released Parties from any and all claims, losses, debts, charges, damages, demands, obligations, causes of action, lawsuits, liabilities, breaches of duty, misfeasance, malfeasance, promises, controversies, contracts, judgments, awards, penalties, costs, and expenses of every nature and description, known or unknown, asserted or that may have been reasonably asserted, whether in

tort, contract, or for violation of any local, state, or federal statute, rule, regulation, ordinance, or common law, including but not limited to those claims raised in the Actions and/or that could have been raised in the Actions, and those arising from or related to their work with Defendants ("Plaintiffs' Released Claims"). This release excludes only the release of claims not permitted by law, and expressly excludes Workers' Compensation claims, if any.

- 4. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments, the Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits of section 1542 of the California Civil Code which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

- G. No Effect on Other Benefits.** The Individual Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- H. Limitation on Public Statements About Settlement.** Plaintiffs and Class Counsel represent that they have not and will not publish the Agreement, or terms of the Agreement. In response to any inquiries, Plaintiff will state that "the case was resolved." Plaintiffs' counsel shall not report the Settlement or any terms in the Agreement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs or the Class, or the Agreement on their website, and shall not contact any reporters or media regarding the Settlement or the Agreement. Notwithstanding, Class Counsel is authorized to make any required disclosures to the Court and the LWDA for purposes of obtaining approval of the Settlement. This disclosure is limited to court filings and neither Plaintiffs, nor Class Counsel, are permitted to disseminate or publish, distribute or discuss, the information provided to the Court in those filings outside the filings themselves, and any hearing held on those filings, unless otherwise ordered by the Court. This in no way limits Class Counsel from communicating with Class Members about the Settlement. Nothing herein will restrict Class Counsel from including publicly available information regarding the

Settlement in future judicial submissions regarding Class Counsel's qualifications and experience, nor are the Parties restricted from causing publicly available court documents to be made available online should the Court require it as a part of the notice and approval process for the Settlement.

I. Miscellaneous Terms.

1. No Admission of Liability or Class Certification for Other Purposes.

- a. Defendants and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Actions, or that but for the Settlement, a class should be certified in the Actions. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants or the Released Parties, or an admission by Plaintiffs that any of the claims or factual allegations were non-meritorious, nor any defense asserted by Defendants was meritorious. This Settlement and the fact that the Parties are willing to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement).
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, nor any document, statement, proceeding, or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendants or any of the Released Parties, including, but not limited to, evidence of presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or (ii) disclosed, referred to, or offered in evidence against any of the Released Parties, in any further proceeding in the Actions, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement, or defending any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator, Mark S. Rudy, for resolution. However, court approval is necessary to modify this Agreement.
4. **No Prior Assignments.** The Parties 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 released and discharged in this Settlement. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.
5. **No Tax Advice.** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Modification of Agreement.** Any and all parts of this Agreement may be amended, modified, changed, or waived only by an express written

instrument signed by all Parties or their representatives and approved by the Court.

7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, irrespective of the State of California's choice of law principles.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms-length negotiations, considering all relevant factors, current and potential.
11. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
12. **Notice.** All notices, demands, or other communications given under this Agreement will be in writing and deemed to have been duly given as of three (3) business days after mailing by United States Postal Service, addressed as follows:

To Plaintiffs and the Class:

Robert Ottinger
The Ottinger Firm, P.C.
535 Mission Street
San Francisco, CA 94133
Tel: (415) 262-0096
Fax: (415) 571-0505
Email: robert@ottingerlaw.com
filing@ottingerlaw.com

Arby Aiwarzian
Joanna Ghosh
Brian J. St. John
Lawyers for Justice, PC

410 West Arden Avenue, Suite 203
Glendale, CA 91203
Tel: (818) 265-1020
Email: arby@calljustice.com
joanna@calljustice.com
brian@calljustice.com

Justin Lo
Work Lawyers, PC
22939 Hawthorne Blvd., #202
Torrance, CA 90505
Tel: (310) 248-2994
Email: justin@caworklawyer.com

John G. Yslas
Jeffrey C. Bils
Wilshire Law Firm
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Email: jyslas@wilshirelawfirm.com
jbils@wilshirelawfirm.com

To Defendants:

Robert D. Vogel
Elise G. Dvorochkin
Jackson Lewis, P.C.
50 California Street, 9th Floor
San Francisco, CA 94111
Tel: (415) 394-9400
Email: Robert.Vogel@jacksonlewis.com
Elise.Dvorochkin@jacksonlewis.com

- 13. Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically, or email, which for purposes of this Agreement, shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.
- 14. Meet and Confer Regarding Disputes.** Should any dispute arise among the parties or their respect counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a

representative of Defendants' Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

15. Stay of Litigation. The Parties agree that upon the signing of this Agreement by the Parties hereto the continuing litigation of the Actions shall be stayed and the time to bring the Actions to trial shall be extended pending the outcome of the settlement process (including with respect to California Code of Civil Procedure section 583.310).

16. Continuing Jurisdiction. To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure § 664.6 and California Rule of Court 3.769(h). The disposition entered by the Court will not adjudicate the merits of the Actions or the liability of the Parties resulting from the allegations of the Actions. Its sole purpose is to adopt the terms of the Settlement and to retain continuing jurisdiction over these Actions and over all Parties and Class Members to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

17. No Reliance of Representation. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements have been made to any party concerning this Agreement.

II. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement:

Plaintiff Marites Ballesteros

Date: _____

By: _____

Plaintiff Yesenia Arias

Date: _____

By: _____

Plaintiff Marta Aguilar

Date: _____

By: _____

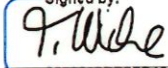
Plaintiff Maria Tabuyo

Date: _____

By: _____

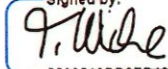
Defendant Elder Care Alliance

Date: _____

Signed by:

By: _____
Its: Torsten Hirsch
President

Defendant Elder Care Alliance of San
Francisco d/b/a AlmaVia of San Francisco

Date: _____

Signed by:

By: _____
Its: Torsten Hirsch
President

Defendant Elder Care Alliance of San
Rafael d/b/a The Villa at San Rafael

Date: _____

Signed by:

By: _____
Its: Torsten Hirsch
President

Defendant Mercy Retirement and
Care Center

Date: _____

Signed by:

By: _____
Its: Torsten Hirsch
President

APPROVED AS TO FORM:

Date: 04/01/2025

The Ottinger Firm, P.C.

By: 
Robert Ottinger, Esq.
Lynsey Johnson
William Denis
Counsel for Plaintiff,
Marites Ballesteros

Lawyers for Justice, PC

Date: _____

By: _____
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Counsel for Plaintiff,
Yessenia Arias

Work Lawyers, PC

Date: _____

By: _____
Justin Lo, Esq.
Counsel for Plaintiff,
Marta Aguilar

Wilshire Law Firm

Date: _____

By: _____
John G. Yslas, Esq.
Jeffrey C. Bils, Esq.
Counsel for Plaintiff,
Maria Tabuyo

Jackson Lewis, P.C.

Date: 4/1/2025

By: 
Robert D. Vogel, Esq.
Elise G. Dvorochkin

Andrew Kozlow, Esq.
Mossamat Karim, Esq.
Counsel for Defendants,
Elder Care Alliance, Elder Care Alliance of
San Francisco d/b/a AlmaVia of San
Francisco, Elder Care Alliance of San
Rafael, and Mercy Retirement and Care
Center

representative of Defendants' Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

15. Stay of Litigation. The Parties agree that upon the signing of this Agreement by the Parties hereto the continuing litigation of the Actions shall be stayed and the time to bring the Actions to trial shall be extended pending the outcome of the settlement process (including with respect to California Code of Civil Procedure section 583.310).

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II. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement:

Plaintiff Marites Ballesteros

Date: _____

By: _____

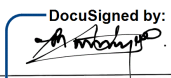
Plaintiff Yesenia Arias

Date: _____

By: _____

Plaintiff Marta Aguilar

Date: 4/1/2025

By: 
DocuSigned by:
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Plaintiff Maria Tabuyo

Date: _____

By: _____

Defendant Elder Care Alliance

Date: _____

By: 
Signed by:
Its: Torsten Hefene
President

Defendant Elder Care Alliance of San
Francisco d/b/a AlmaVia of San Francisco

Date: _____

By: 
Signed by:
Its: Torsten Hefene
President

Defendant Elder Care Alliance of San
Rafael d/b/a The Villa at San Rafael

Date: _____

By: 
Signed by:
Its: Torsten Hefene
President

Defendant Mercy Retirement and
Care Center

Date: _____

By: 
Signed by:
Its: Torsten Hefene
President

APPROVED AS TO FORM:

Date: _____

The Ottinger Firm, P.C.

By: _____
Robert Ottinger, Esq.
Lynsey Johnson
William Denis
Counsel for Plaintiff,
Marites Ballesteros

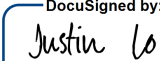
Lawyers for Justice, PC

Date: _____

By: _____
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Counsel for Plaintiff,
Yesenia Arias

Work Lawyers, PC

Date: 4/1/2025

By:  _____
Justin Lo, Esq.
Counsel for Plaintiff,
Marta Aguilar

Wilshire Law Firm

Date: _____

By: _____
John G. Yslas, Esq.
Jeffrey C. Bils, Esq.
Counsel for Plaintiff,
Maria Tabuyo

Jackson Lewis, P.C.

Date: 4/1/2025

By:  _____
Robert D. Vogel, Esq.
Elise G. Dvorochkin

Andrew Kozlow, Esq.
Mossamat Karim, Esq.
Counsel for Defendants,
Elder Care Alliance, Elder Care Alliance of
San Francisco d/b/a AlmaVia of San
Francisco, Elder Care Alliance of San
Rafael, and Mercy Retirement and Care
Center

representative of Defendants' Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

15. Stay of Litigation. The Parties agree that upon the signing of this Agreement by the Parties hereto the continuing litigation of the Actions shall be stayed and the time to bring the Actions to trial shall be extended pending the outcome of the settlement process (including with respect to California Code of Civil Procedure section 583.310).

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II. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement:

Plaintiff Marites Ballesteros

Date: 04 / 01 / 2025

By: 

Plaintiff Yesenia Arias

Date: _____

By: _____

Plaintiff Marta Aguilar

Date: _____

By: _____

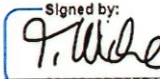
Plaintiff Maria Tabuyo

Date: _____

By: _____

Defendant Elder Care Alliance

Date: _____

Signed by:

By: _____
Its: Torsten Hirsch
President

Defendant Elder Care Alliance of San
Francisco d/b/a AlmaVia of San Francisco

Date: _____

Signed by:

By: _____
Its: Torsten Hirsch
President

Defendant Elder Care Alliance of San
Rafael d/b/a The Villa at San Rafael

Date: _____

Signed by:

By: _____
Its: Torsten Hirsch
President

Defendant Mercy Retirement and
Care Center

Date: _____

Signed by:

By: _____
Its: Torsten Hirsch
President

APPROVED AS TO FORM:

Date: 04/01/2025

The Ottinger Firm, P.C.

By: 
Robert Ottinger, Esq.
Lynsey Johnson
William Denis
Counsel for Plaintiff,
Marites Ballesteros

Lawyers for Justice, PC

Date: _____

By: _____
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Counsel for Plaintiff,
Yessenia Arias

Work Lawyers, PC

Date: _____

By: _____
Justin Lo, Esq.
Counsel for Plaintiff,
Marta Aguilar

Wilshire Law Firm

Date: _____

By: _____
John G. Yslas, Esq.
Jeffrey C. Bils, Esq.
Counsel for Plaintiff,
Maria Tabuyo

Jackson Lewis, P.C.

Date: 4/1/2025

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Robert D. Vogel, Esq.
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Andrew Kozlow, Esq.
Mossamat Karim, Esq.
Counsel for Defendants,
Elder Care Alliance, Elder Care Alliance of
San Francisco d/b/a AlmaVia of San
Francisco, Elder Care Alliance of San
Rafael, and Mercy Retirement and Care
Center

Title	2025.4.1 - Amended Long Form Agreement (Elder Care) - [JL...
File name	2025.4.1%20-%20Am...0Edits%2B%20S.pdf
Document ID	0856306ed1f20a8e958a620344f2fb1181d3e0ea
Audit trail date format	MM / DD / YYYY
Status	● Signed

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Document History



SENT

04 / 01 / 2025

19:38:23 UTC

Sent for signature to Marites Ballesteros
(btess615844@yahoo.com) from joana@ottingerlaw.com
IP: 99.56.203.65



VIEWED

04 / 01 / 2025

20:02:01 UTC

Viewed by Marites Ballesteros (btess615844@yahoo.com)
IP: 50.218.64.185



SIGNED

04 / 01 / 2025

20:08:42 UTC

Signed by Marites Ballesteros (btess615844@yahoo.com)
IP: 50.218.64.185



COMPLETED

04 / 01 / 2025

20:08:42 UTC

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representative of Defendants' Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

15. Stay of Litigation. The Parties agree that upon the signing of this Agreement by the Parties hereto the continuing litigation of the Actions shall be stayed and the time to bring the Actions to trial shall be extended pending the outcome of the settlement process (including with respect to California Code of Civil Procedure section 583.310).

16. Continuing Jurisdiction. To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure § 664.6 and California Rule of Court 3.769(h). The disposition entered by the Court will not adjudicate the merits of the Actions or the liability of the Parties resulting from the allegations of the Actions. Its sole purpose is to adopt the terms of the Settlement and to retain continuing jurisdiction over these Actions and over all Parties and Class Members to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

17. No Reliance of Representation. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements have been made to any party concerning this Agreement.

II. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement:

Plaintiff Marites Ballesteros

Date: _____

By: _____

Plaintiff Yesenia Arias

Date: 04/02/2025

By:

Electronically Signed 2025-04-02 17:45:38 UTC - 76.86.195.27
Nintex AssureSign® 7334c060-702c-4f0f-ac7b-b2b2016f984d

Plaintiff Marta Aguilar

Date: _____

By: _____

Plaintiff Maria Tabuyo

Date: _____

By: _____

Defendant Elder Care Alliance

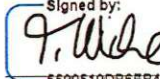
Date: _____

Signed by:

By: _____
Its: Torsten Hirsch
President

Defendant Elder Care Alliance of San
Francisco d/b/a AlmaVia of San Francisco

Date: _____

Signed by:

By: _____
Its: Torsten Hirsch
President

Defendant Elder Care Alliance of San
Rafael d/b/a The Villa at San Rafael

Date: _____

Signed by:

By: _____
Its: Torsten Hirsch
President

Defendant Mercy Retirement and
Care Center

Date: _____

Signed by:

By: _____
Its: Torsten Hirsch
President

APPROVED AS TO FORM:

Date: 04/01/2025

The Ottinger Firm, P.C.

By: 
Robert Ottinger, Esq.
Lynsey Johnson
William Denis
Counsel for Plaintiff,
Marites Ballesteros

Lawyers for Justice, PC

Date: April 2, 2025

By: 
Arby Aiwasian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Counsel for Plaintiff,
Yessenia Arias

Work Lawyers, PC

Date: _____

By: _____
Justin Lo, Esq.
Counsel for Plaintiff,
Marta Aguilar

Wilshire Law Firm

Date: _____

By: _____
John G. Yslas, Esq.
Jeffrey C. Bils, Esq.
Counsel for Plaintiff,
Maria Tabuyo

Jackson Lewis, P.C.

Date: 4/1/2025

By: 
Robert D. Vogel, Esq.
Elise G. Dvorochkin

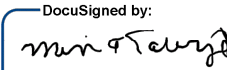
Plaintiff Marta Aguilar

Date: _____

By: _____

Plaintiff Maria Tabuyo

Date: 4/2/2025 _____

By: 
3F829351FF0A41D...

Defendant Elder Care Alliance

Date: _____

By: 
Its: T. Wiche
President

Defendant Elder Care Alliance of San Francisco d/b/a AlmaVia of San Francisco

Date: _____

By: 
Its: T. Wiche
President

Defendant Elder Care Alliance of San Rafael d/b/a The Villa at San Rafael

Date: _____

By: 
Its: T. Wiche
President

Defendant Mercy Retirement and Care Center

Date: _____

By: 
Its: T. Wiche
President

APPROVED AS TO FORM:

Date: _____

The Ottinger Firm, P.C.

By: _____
Robert Ottinger, Esq.
Lynsey Johnson
William Denis
Counsel for Plaintiff,
Marites Ballesteros

Lawyers for Justice, PC

Date: _____

By: _____
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Counsel for Plaintiff,
Yesenia Arias

Work Lawyers, PC

Date: _____

By: _____
Justin Lo, Esq.
Counsel for Plaintiff,
Marta Aguilar

Wilshire Law Firm

Date: 4/1/2025

By:  _____
John G. Ylmas, Esq.
Jeffrey C. Bills, Esq.
Counsel for Plaintiff,
Maria Tabuyo

Jackson Lewis, P.C.

Date: 4/1/2025

By:  _____
Robert D. Vogel, Esq.
Elise G. Dvorochkin

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

ELDER CARE ALLIANCE AND ALMAVIA WAGE
AND HOUR CASES

Case No. RG21090600 (Lead Case)

NOTICE OF CLASS ACTION SETTLEMENT

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT

A California Court authorized this notice. This is not a solicitation from a lawyer.

- A proposed class action settlement will provide \$5,500,000.00 (“Gross Settlement Amount”) for distribution to persons who are employed or who have been employed by Elder Care Alliance, Elder Care Alliance of San Francisco d/b/a AlmaVia of San Francisco, Elder Care Alliance of San Rafael, and Mercy Retirement and Care Center, as an hourly paid or non-exempt employee in the State of California at any time between January 13, 2017, and July 5, 2023 (“Settlement Class Members”).
- The settlement resolves a putative class action lawsuit alleging that Defendant Elder Care Alliance, Elder Care Alliance of San Francisco d/b/a AlmaVia of San Francisco, Elder Care Alliance of San Rafael, and Mercy Retirement and Care Center (hereafter, “Defendants”) violated laws regarding the payment of overtime wages, accurate wage statements, meal and rest periods, reimbursement of business expenses, and timely payment of all wages during employment and upon separation of employment, and unfair competition. The settlement avoids further costs and risks of continuing the lawsuit towards trial, pays money to Settlement Class Members who do not request to be excluded, and releases Defendant from liability from the claims asserted in the lawsuits.
- Class Counsel will ask the Court to award them up to \$1,925,000.00 as attorneys’ fees and up to \$50,419.79, plus additional anticipated costs through dismissal of no more than \$745.00, as expenses for actual costs incurred investigating the facts, litigating the case, and negotiating the Settlement. Plaintiffs Maria Ballesteros, Yesenia Arias, Maria Aguilar, and Maria Tabuyo (collectively, “Plaintiffs”) will also request an enhancement payment of up to \$7,500.00. This amount will be paid from the Gross Settlement Amount.
- Defendants deny all allegations and deny any and all liability or wrongdoing, and the Court has not ruled on the merits of Plaintiff’s claims.
- **Your legal rights may be affected whether you act or do not act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You will be paid your Individual Settlement Payment in exchange for releasing the Released Claims against Defendants and Released Parties. If you move, you must notify the Settlement Administrator of your new address.
Exclude Yourself (No Later than October 27, 2025)	You will not be paid your Individual Settlement Payment, and you will retain any rights to sue Defendants for the Released Claims. You will not be able to object to the Settlement.
Object (No Later than October 27, 2025)	You will tell the Court why you don’t agree with the Settlement, following the procedures described more fully below. The Court may or may not agree with your objection. However, if the Court does not agree with your objection, you will still be paid your Individual Settlement Payment.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit and informs you of your legal rights under the proposed settlement. You have received this notice because you may be a member of the Settlement Class.

WHAT IS THIS LAWSUIT ABOUT?

On January 13, 2021, Plaintiff Ballesteros initiated a putative class action against Defendants by filing a complaint on behalf of herself and all other employees similarly situated. Plaintiff Ballesteros' Action includes class claims for violation of laws governing payment of minimum and overtime wages, failure to provide meal and rest periods or pay premiums, reimbursement of necessary business expenses, timely payment of all wages, wage statement requirements, failure to maintain accurate employment records, and unfair competition under Cal. Bus. and Prof. Code §§ 17200, *et seq.*

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

Plaintiff filed a putative class action asserting certain claims against Defendants. Defendants deny any and all liability or wrongdoing. The Court did not decide in favor of Plaintiff or Defendants. There was no trial. Instead, the parties agreed to a proposed class action settlement to avoid further costs, risks, and uncertainty at trial in exchange for the Gross Settlement Amount and Release of Claims against Defendants and Released Parties. Plaintiff and Class Counsel believe the settlement is fair, reasonable and adequate and in the best interests of all Settlement Class Members.

B. Who is in the Settlement Class?

The Settlement encompasses a class composed of "all current and former hourly-paid or non-exempt employees of Defendants in California employed between January 13, 2017 through the date of preliminary approval, or 90 days after the signing of [the] MOU, whichever is sooner."

C. What does the Settlement Provide?

Defendants will pay a total of \$5,500,000.00 to settle the class claims. The following sums will be paid from the Gross Settlement Amount: (1) Class Counsel's attorneys' fees in an amount set by the Court not to exceed \$1,925,000.00 and Class Counsel's documented litigation costs in an amount set by the Court not to exceed \$50,419.79 plus additional anticipated costs through dismissal of no more than \$745.00; (2) service payment to the Class Representative set by the court, not to exceed \$7,500.00 for their service in the Action; (3) a reasonable amount set by the Court to the settlement administrator for administering the settlement, not to exceed approximately \$20,000.00, which can be adjusted upwards if it is insufficient; and, (4) an allocation of \$250,000 as civil penalties, of which 75% is paid to the Labor Workforce Development Agency and the remaining 25% is paid to Settlement Class Members on a pro rata basis based on their workweeks during the class period. The amount of the Gross Settlement Amount remaining after these payments is the "Net Settlement Amount," payable to Settlement Class Members who do not request to be excluded.

D. What are You Giving Up to Receive a Payment and Stay in the Class?

If the proposed Settlement is approved by the Court, a judgment will be entered such that each Settlement Class Member who has not submitted a timely and valid request for exclusion will release and discharge Defendant, together with all Defendant's affiliated predecessor and successor entities, and each such entity's respective present and former subsidiaries, affiliates, parents, agents, employees, former employees, partners, owners, shareholders, directors, officers, attorneys, trustees, administrators, insurers, re-insurers, representatives, predecessors, successors, and assigns ("Released Parties") from the factual allegations pled in the operative pleadings in the Actions, including the claims that have been or could have been pled as wage and hour violations under California law based on the factual allegations set forth in the operative pleadings in the Actions during the Class Period, including all remedies that could have been claimed in connection with the released class claims, including, but not limited to any and all claims for violations of the California Labor Code governing: meal and rest breaks; unpaid wages; reimbursement of business expenses and any and all theories for or related to "off the clock work"; wage statement violations; separation pay violations, including waiting time penalties; and derivative liability with respect to claims that can be made under the California Business and Professions Code ("Released Claims").

E. How is My Share of the Settlement Calculated?

Each Settlement Class Member (who does not opt out of the Settlement) shall receive an Individual Payment Amount, which is a proportionate share of the Net Settlement Amount.

Based on its records, Defendants will determine the number of Total Workweeks Worked by each Settlement Class Member. The respective Total Workweeks Worked for each Settlement Class Member will be divided by the Total Workweeks Worked for all Settlement Class Members who do not opt out, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Payment Ratio is then multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment. Settlement Class Members are not eligible to receive any compensation under the Settlement other than Individual Settlement Payments.

According to the records of Defendants, your Total Workweeks Worked during the Class Period is: «SubClass1_Weight». Based on this number, your estimated Individual Payment Amount is «SubClass1_Amt». This amount is subject to change based on the final ruling of the Court and the number of Settlement Class Members who request to be excluded from the Settlement.

Please be advised that the number of Total Workweeks Worked listed above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the number of workweeks listed above, please submit an explanation and evidence to the Settlement Administrator no later than October 27, 2025. In the event of a dispute about the correct number of Total Workweeks Worked, the Settlement Administrator will resolve the challenge and will make a final and binding determination without hearing or right of appeal by you.

THE SETTLEMENT HEARING

The Court will conduct a Final Fairness Hearing regarding the proposed settlement on December 9, 2025, at 2:30 p.m., in Department 21 of the Alameda County Superior Court, located at 2233 Shore Line Dr, Alameda, CA 94501. The Court will determine: (i) whether the Settlement should be given the Court's final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (ii) whether the Settlement Class Members should be bound by the terms of the settlement; (iii) the amount of the attorneys' fees and costs to be awarded to Class Counsel; (v) the amount that should be awarded to Plaintiffs as a service payment, and (vi) the amount awarded to the Settlement Administrator. At the Final Fairness Hearing, the Court may hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself, but Class Counsel will not represent you with respect to any objections to the Settlement.

It is not necessary for you to appear at this hearing unless you have timely submitted an objection to the Settlement or wish to object to the Settlement at the hearing.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE SETTLEMENT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with the number of Total Workweeks Worked, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than October 27, 2025. The Settlement Administrator's address is Elder Care Alliance and Almavia Wage and Hour Cases c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

- **OPTION 2 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing, no later than October 27, 2025. The date of the postmark on the return envelope shall be the exclusive means

for determining that a Notice of Objection was timely submitted. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the last four digits of the Settlement Class Member's Social Security number and/or the Employee ID number; and (3) the basis for the objection. Class Counsel shall include all objections received and Plaintiffs' response(s) with Plaintiffs' motion for final approval of the Settlement. Class Counsel shall not represent any Settlement Class Members with respect to any such objections. The Settlement Administrator's address is listed above.

• **OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement, and you will not be bound by a judgment in these coordinated cases. The written request for exclusion must be postmarked no later than October 27, 2025 and: (1) must contain the name, address, telephone number and the last four digits of the Social Security number and/or the Employee ID number of the person requesting exclusion, (2) must be signed by the Settlement Class Member; (3) must be postmarked by October 27, 2025 and returned to the Settlement Administrator at the specified address; and (4) must describe the Settlement Class Member's intent to request exclusion, opt out, or words to that effect. If a signed request for exclusion is not timely submitted stating the name and address of the Settlement Class Member, it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the return mailing envelope of the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely written request for exclusion shall be bound by all terms of the Settlement and any Judgment entered in this Action, if the Settlement is finally approved by the Court. The Settlement Administrator's address is listed above.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the settlement, you may review the detailed "Class Action Settlement Agreement" which is on file with the Clerk of the Court. The pleadings and other records in the Action may be examined online at: <https://www.alameda.courts.ca.gov/> or in person at the Court Clerk's office, located at 2233 Shore Line Dr, Alameda, CA 94501. **IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may contact the Settlement Administrator at Elder Care Alliance and Almaria Wage and Hour Cases c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, 1-(888) 497-9657.

You may also contact Class Counsel below. Please reference the Elder Care Alliance Almaria., Class Action Settlement.

Class Counsel

Robert Ottinger

The Ottinger Firm, P.C.

535 Mission Street

San Francisco, CA 94105

Tel: (415) 262-0096

Email: intake@ottingerlaw.com

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

CORTE SUPERIOR DEL ESTADO DE CALIFORNIA**PARA EL CONDADO DE ALAMEDA****CASOS DE SALARIOS Y HORARIOS DE ELDER
CARE ALLIANCE Y ALMAVIA**

Número de Caso RG21090600 (Caso Principal)

**AVISO DEL ACUERDO DE LA DEMANDA
COLECTIVA****USTED PUEDE TENER DERECHO A RECIBIR DINERO DE UN ACUERDO***Una Corte de California autorizó este aviso. Esto no es una solicitud de un abogado.*

- Un acuerdo propuesto de demanda colectiva proporcionará \$5,500,000.00 (“Cantidad Bruta del Acuerdo”) para su distribución a las personas que están empleadas o que han estado empleadas por Elder Care Alliance, Elder Care Alliance of San Francisco también conocido como AlmaVia of San Francisco, Elder Care Alliance of San Rafael y Mercy Retirement and Care Center, como un empleado pagado por hora o no exento en el Estado de California en cualquier momento entre el 13 de enero del 2017 y el 5 de julio del 2023 (“Miembros de la Clase del Acuerdo”).
- El acuerdo resuelve una demanda colectiva putativa que alega que el Demandado Elder Care Alliance, Elder Care Alliance of San Francisco también conocido como AlmaVia of San Francisco, Elder Care Alliance of San Rafael y Mercy Retirement and Care Center (de aquí en adelante, los “Demandados”) violaron las leyes con respecto al pago de las horas extras, las declaraciones salariales precisas, los períodos de comida y de descanso, el reembolso de los gastos comerciales y el pago oportuno de todos los salarios durante el empleo y al momento de la separación del empleo, y la competencia desleal. El acuerdo evita costos y riesgos adicionales de continuar la demanda hasta el juicio, paga dinero a los Miembros de la Clase del Acuerdo que no soliciten ser excluidos y libera al Demandado de la responsabilidad de los reclamos presentados en las demandas.
- Los Abogados de Clase le pedirán a la Corte que les adjudique hasta \$1,925,000.00 como honorarios de abogados y hasta \$50,419.79, más costos adicionales anticipados por la desestimación de no más de \$745.00, como gastos por los costos reales incurridos en la investigación de los hechos, el litigio del caso y la negociación del Acuerdo. Las Demandantes Maria Ballesteros, Yesenia Arias, Maria Aguilar y Maria Tabuyo (colectivamente, las “Demandantes”) también solicitarán un pago de mejora de hasta \$7,500.00. Esta cantidad se pagará de la Cantidad Bruta del Acuerdo.
- Los Demandados niegan todas las alegaciones y niegan cualquier y toda responsabilidad o mala conducta, y la Corte no ha decidido sobre los méritos de los reclamos de las Demandantes.
- **Sus derechos legales pueden ser afectados si actúa o no actúa. Lea este aviso cuidadosamente.**

¿POR QUÉ RECIBÍ ESTE AVISO?

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO:	
Hacer Nada	Se le pagará su Pago Individual del Acuerdo a cambio de la liberación de los Reclamos Liberados en contra de los Demandados y las Partes Liberadas. Si se muda, usted debe notificar al Administrador del Acuerdo de su nueva dirección.
Excluirse (No Más Tardar el 27 de octubre del 2025)	Usted no será pagado su Pago Individual del Acuerdo, y conservará cualquier derecho de demandar a los Demandados por los Reclamos Liberados. Usted no podrá objetar al Acuerdo.
Objetar (No Más Tardar el 27 de octubre del 2025)	Usted le dirá a la Corte por qué no está de acuerdo con el Acuerdo, siguiendo los procedimientos descritos más detalladamente a continuación. La Corte puede o no estar de acuerdo con su objeción. Sin embargo, si la Corte no está de acuerdo con su objeción, usted aún recibirá su Pago Individual del Acuerdo.

Este aviso explica un acuerdo propuesto de una demanda colectiva y le informa de sus derechos legales conforme al acuerdo propuesto. Usted ha recibido este aviso porque usted puede ser un miembro de la Clase del Acuerdo.

¿DE QUÉ SE TRATA ESTA DEMANDA?

El 13 de enero del 2021, la Demandante Ballesteros inició una demanda colectiva putativa en contra de los Demandados al presentar una queja en nombre de sí misma y de todos los demás empleados situados de manera similar. La Demanda de la Demandante Ballesteros incluye reclamos de la clase por la violación de las leyes que rigen el pago de los salarios mínimos y de las horas extras, no proporcionar los períodos de comida y de descanso o de pagar las primas, el reembolso de los gastos comerciales necesarios, el pago oportuno de todos los salarios, los requisitos de las declaraciones salariales, no mantener los registros de empleo precisos y la competencia desleal conforme a las §§ 17200, y *siguientes* del Código de Negocios y Profesiones de California.

RESUMEN DEL ACUERDO

A. ¿Por qué hay un Acuerdo?

La Demandante presentó una demanda colectiva putativa afirmando ciertos reclamos en contra de los Demandados. Los Demandados niegan cualquier responsabilidad o mala conducta. La Corte no decidió a favor de la Demandante ni de los Demandados. No hubo un juicio. En su lugar, las partes acordaron un acuerdo de demanda colectiva propuesto para evitar más costos, riesgos e incertidumbre en el juicio a cambio de la Cantidad Bruta del Acuerdo y la Liberación de Reclamos en contra de los Demandados y las Partes Liberadas. La Demandante y los Abogados de la Clase creen que el acuerdo es justo, razonable y adecuado y en el mejor interés de todos los Miembros de la Clase del Acuerdo.

B. ¿Quién está en la Clase del Acuerdo?

El Acuerdo incluye a una clase compuesta de “todos los empleados actuales y anteriores pagados por hora o no exentos de los Demandados en California empleados entre el 13 de enero del 2017 hasta la fecha de la aprobación preliminar, o 90 días después de la firma del [MOU], lo que ocurra primero.”

C. ¿Qué Proporciona el Acuerdo?

Los Demandados pagarán un total de \$5,500,000.00 para resolver los reclamos de la clase. Las siguientes cantidades se pagarán de la Cantidad Bruta del Acuerdo: (1) los honorarios de abogados de los Abogados de Clase en una cantidad establecida por la Corte que no excederá \$1,925,000.00 y los costos de litigio documentados de los Abogados de Clase en una cantidad establecida por la Corte que no excederá \$50,419.79 más los costos adicionales anticipados hasta la desestimación de no más de \$745.00; (2) pago de servicio a la Representante de Clase establecido por la corte, que no excederá \$7,500.00 por su servicio en la Demanda; (3) una cantidad razonable establecida por la Corte para el administrador del acuerdo por la administración del acuerdo, que no excederá aproximadamente los \$20,000.00, que podrá ajustarse para aumentar si no es suficiente; y (4) una asignación de \$250,000 como sanciones civiles, de las cuales el 75% se pagará a la Agencia de Desarrollo de la Fuerza Laboral y el 25 % restante se pagará a los Miembros de la Clase del Acuerdo sobre una base proporcional según sus semanas de trabajo durante el período de la clase. La cantidad de la Cantidad Bruta del Acuerdo que reste después de estos pagos es la “Cantidad Neta del Acuerdo,” que se pagará a los Miembros de la Clase del Acuerdo que no soliciten ser excluidos.

D. ¿A Qué Está Renunciando Para Recibir un Pago y Permanecer en la Clase?

Si el Acuerdo propuesto es aprobado por la Corte, se dictará una sentencia en la que cada Miembro de la Clase del Acuerdo que no haya presentado una solicitud de exclusión válida y oportuna liberará y absolverá al Demandado, junto con todas las entidades afiliadas, predecesoras y sucesoras del Demandado, y cada una de las respectivas presentes y anteriores subsidiarias, afiliadas, matrices, agentes, empleados, empleados anteriores, socios, propietarios, accionistas, directores, funcionarios, abogados, fideicomisarios, administradores, aseguradoras, reaseguradoras, representantes, predecesores, sucesores y cesionarios (“Partes Liberadas”) de las alegaciones de hecho presentadas en los escritos operativos de las Demandas, incluyendo los reclamos que han sido o podrían haber sido presentados como violaciones de salarios y horarios conforme a la ley de California, sobre la base de las alegaciones de hecho establecidas en los escritos operativos en las Demandas durante el Período de la Clase, incluyendo todas las indemnizaciones que pudieran haberse reclamado en relación con los reclamos liberados de la clase, incluyendo, pero no limitado a, cualquiera y todos los reclamos por violaciones del Código Laboral de California que rige: los períodos de comida y de descanso; los salarios no pagados; el reembolso de los gastos comerciales y cualquiera y todas las teorías a favor o relacionadas con el “trabajo fuera del horario laboral”; las violaciones de las declaraciones salariales; las violaciones del pago por separación,

incluyendo las sanciones del tiempo de espera; y la responsabilidad derivada con respecto a los reclamos que puedan ser presentados conforme al Código de Negocios y Profesiones de California (“Reclamos Liberados”).

E. ¿Cómo Se Calculará Mi Parte del Acuerdo?

Cada Miembro de la Clase del Acuerdo (que no se excluya del Acuerdo) recibirá una Cantidad Individual de Pago, que es una parte proporcional de la Cantidad Neta del Acuerdo.

Sobre la base de sus registros, los Demandados determinarán el número Total de Semanas de Trabajo Trabajadas por cada Miembro de la Clase del Acuerdo. El Total de Semanas de Trabajo Trabajadas por cada Miembro de la Clase del Acuerdo se dividirá entre el Total de Semanas de Trabajo Trabajadas por todos los Miembros de la Clase del Acuerdo que no se excluyan, lo que dará como resultado la Proporción de Pago para cada Miembro de la Clase del Acuerdo. Cada Proporción de Pago de los Miembros de la Clase del Acuerdo se multiplicará por la Cantidad Neta del Acuerdo para determinar su Pago Individual del Acuerdo. Los Miembros de la Clase del Acuerdo no son elegibles para recibir alguna compensación bajo el Acuerdo, excepto los Pagos Individuales del Acuerdo.

Según los registros de los Demandados, su Total de Semanas de Trabajo Trabajadas durante el Período de la Clase es: «SubClass1_Weight». Sobre la base de este número, su Cantidad Individual de Pago estimada es de «SubClass1_Amt». Esta cantidad está sujeta a cambios sobre la base de la decisión final de la Corte y el número de Miembros de la Clase del Acuerdo que soliciten ser excluidos del Acuerdo.

Por favor, tenga en cuenta que el número de Semanas de Trabajo Totales que se indica anteriormente se considera correcto a menos de que presente la documentación que demuestre lo contrario. Si no está de acuerdo con el número de semanas de trabajo que se indica anteriormente, por favor envíe una explicación y pruebas al Administrador del Acuerdo a no más tardar el 27 de octubre del 2025. En caso de disputa sobre el número correcto de Semanas de Trabajo Trabajadas en Total, el Administrador del Acuerdo resolverá la disputa y tomará una decisión definitiva y obligatoria sin audiencia o derecho de apelación por su parte.

LA AUDIENCIA DEL ACUERDO

La Corte llevará a cabo una Audiencia de Equidad Final con respecto al acuerdo propuesto el 9 de diciembre del 2025 a las 2:30 p.m., en el Departamento 21 de la Corte Superior del Condado de Alameda, ubicada en 2233 Shore Line Dr, Alameda, CA 94501. La Corte determinará: (i) si el Acuerdo debe recibir la aprobación final de la Corte como justo, razonable, adecuado y en el mejor interés de los Miembros de la Clase del Acuerdo; (ii) si los Miembros de la Clase del Acuerdo deben estar sujetos a los términos del acuerdo; (iii) la cantidad de los honorarios y costos de los abogados que se adjudicarán a los Abogados de la Clase; (v) la cantidad que se debe adjudicar a las Demandantes como pago de servicio, y (vi) la cantidad adjudicada al Administrador del Acuerdo. En la Audiencia de Equidad Final, la Corte puede escuchar todas las objeciones presentadas de manera adecuada, así como los argumentos a favor y en contra del acuerdo propuesto. Usted tiene derecho a asistir a esta audiencia, pero no está obligado a hacerlo. Usted también tiene derecho a contratar a un abogado para que lo represente, o a comparecer y representarse a sí mismo, pero los Abogados de Clase no lo representarán con respecto a ninguna objeción al Acuerdo.

No es necesario que usted comparezca en esta audiencia, a menos de que haya presentado oportunamente una objeción al Acuerdo o desee objetar el Acuerdo en la audiencia.

¿CUÁLES SON SUS OPCIONES?

• **OPCIÓN 1 – HACER NADA Y PARTICIPAR EN EL ACUERDO**

SI NO REALIZA NINGUNA ACCIÓN EN RESPUESTA A ESTE AVISO, USTED RECIBIRÁ AUTOMÁTICAMENTE SU PARTE DEL ACUERDO SI LA CORTE LO APRUEBA. USTED NO ESTÁ OBLIGADO A IR A LA CORTE NI A PAGAR NADA A LOS ABOGADOS DE ESTE CASO. Si usted muda, usted debe actualizar su dirección con el Administrador del Acuerdo. Si no está de acuerdo con el número Total de Semanas de Trabajo Trabajadas, usted debe presentar una explicación y/o la documentación al Administrador del Acuerdo para justificar su posición, con el sello postal a no más tardar el 27 de octubre del 2025. La dirección del Administrador del Acuerdo es Elder Care Alliance and Almavia Wage and Hour Cases c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

- **OPCIÓN 2 – OBJETAR AL ACUERDO**

Si usted desea permanecer un Miembro de la Clase del Acuerdo, pero usted objeta al acuerdo propuesto (o cualquiera de sus términos) y desea que la Corte considere su objeción en la Audiencia de Acuerdo Final, usted puede objetar al acuerdo propuesto por escrito, a no más tardar el 27 de octubre del 2025. La fecha del sello postal del sobre de devolución será la única manera exclusiva para determinar que un Aviso de Objeción se presentó oportunamente. El Aviso de Objeción debe estar firmado por el Miembro de la Clase del Acuerdo y debe indicar: (1) el nombre completo del Miembro de la Clase del Acuerdo; (2) los últimos cuatro dígitos del número de Seguro Social y/o el número de Identificación de Empleado del Miembro de la Clase del Acuerdo; y (3) el motivo de la objeción. Los Abogados de la Clase incluirán todas las objeciones recibidas y la(s) respuesta(s) de las Demandantes con la petición de las Demandantes para la aprobación final del Acuerdo. Los Abogados de la Clase no representarán a ningún Miembro de la Clase del Acuerdo con respecto a dichas objeciones. La dirección del Administrador del Acuerdo se indica anteriormente.

- **OPCIÓN 3 – EXCLUIRSE DEL ACUERDO**

Usted tiene derecho a excluirse (“optar por excluirse”) de la Clase del Acuerdo, pero si decide hacerlo, usted no recibirá ningún beneficio del acuerdo propuesto y no estará obligado por la sentencia en estos casos coordinados. La solicitud de exclusión por escrito debe tener el sello postal a no más tardar el 27 de octubre del 2025 y: (1) debe contener el nombre, la dirección, número de teléfono y los cuatro últimos dígitos del número de Seguro Social y/o el número de Identificación de Empleado de la persona que solicita la exclusión, (2) debe ser firmada por el Miembro de la Clase del Acuerdo; (3) debe tener un el sello postal antes del 27 de octubre del 2025 y ser devuelta al Administrador del Acuerdo a la dirección especificada; y (4) debe describir la intención del Miembro de la Clase del Acuerdo de solicitar la exclusión, optar por no participar o palabras a ese efecto. Si una solicitud de exclusión firmada no es presentada a tiempo indicando el nombre y la dirección del Miembro de la Clase del Acuerdo, no se considerará válida para la exclusión de este Acuerdo. La fecha del sello postal en el sobre de devolución de la solicitud de exclusión será el único medio utilizado para determinar si la solicitud de exclusión fue presentada a tiempo. Cualquier Miembro de la Clase del Acuerdo que solicite ser excluido de la Clase del Acuerdo no tendrá derecho a ninguna recuperación conforme al Acuerdo y no estará obligado por los términos del Acuerdo ni tendrá derecho a objetar, apelar o comentar sobre el mismo. Los Miembros de la Clase del Acuerdo que no presenten una solicitud de exclusión válida y oportuna por escrito estarán obligados por todos los términos del Acuerdo y cualquier Sentencia dictada en esta Demanda, si el Acuerdo es finalmente aprobado por la Corte. La dirección del Administrador del Acuerdo se indica anteriormente.

¿HAY MÁS DETALLES SOBRE EL ACUERDO?

Lo anterior es un resumen de los términos básicos del Acuerdo. Para los términos y condiciones precisos del acuerdo, usted puede revisar la “Resolución del Acuerdo de la Demanda Colectiva” detallado que se encuentra archivado con el Secretario de la Corte. Los alegatos y otros registros en la Demanda pueden ser examinados en línea en: <https://www.alameda.courts.ca.gov/> o en persona en la oficina del Secretario de la Corte, ubicada en 2233 Shore Line Dr, Alameda, CA 94501. **SI NECESITA MÁS INFORMACIÓN O TIENE ALGUNA PREGUNTA**, usted puede comunicarse con el Administrador del Acuerdo en Elder Care Alliance and Almaria Wage and Hour Cases c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, 1-(888) 497-9657.

Usted también puede comunicarse con los Abogados de Clase a continuación. Por favor, mencione el Acuerdo de la Demanda Colectiva de Elder Care Alliance Almaria.

Abogados de la Clase

Robert Ottinger

The Ottinger Firm, P.C.

535 Mission Street

San Francisco, CA 94105

Teléfono: (415) 262-0096

Correo Electrónico: intake@ottingerlaw.com

POR FAVOR NO LLAME A LA CORTE PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

POR ORDEN DE LA CORTE SUPERIOR DEL ESTADO DE CALIFORNIA

Este aviso explica un acuerdo propuesto de una demanda colectiva y le informa de sus derechos legales conforme al acuerdo propuesto. Usted ha recibido este aviso porque usted puede ser un miembro de la Clase del Acuerdo.

¿DE QUÉ SE TRATA ESTA DEMANDA?

El 13 de enero del 2021, la Demandante Ballesteros inició una demanda colectiva putativa en contra de los Demandados al presentar una queja en nombre de sí misma y de todos los demás empleados situados de manera similar. La Demanda de la Demandante Ballesteros incluye reclamos de la clase por la violación de las leyes que rigen el pago de los salarios mínimos y de las horas extras, no proporcionar los períodos de comida y de descanso o de pagar las primas, el reembolso de los gastos comerciales necesarios, el pago oportuno de todos los salarios, los requisitos de las declaraciones salariales, no mantener los registros de empleo precisos y la competencia desleal conforme a las §§ 17200, y *siguientes* del Código de Negocios y Profesiones de California.

RESUMEN DEL ACUERDO

A. ¿Por qué hay un Acuerdo?

La Demandante presentó una demanda colectiva putativa afirmando ciertos reclamos en contra de los Demandados. Los Demandados niegan cualquier responsabilidad o mala conducta. La Corte no decidió a favor de la Demandante ni de los Demandados. No hubo un juicio. En su lugar, las partes acordaron un acuerdo de demanda colectiva propuesto para evitar más costos, riesgos e incertidumbre en el juicio a cambio de la Cantidad Bruta del Acuerdo y la Liberación de Reclamos en contra de los Demandados y las Partes Liberadas. La Demandante y los Abogados de la Clase creen que el acuerdo es justo, razonable y adecuado y en el mejor interés de todos los Miembros de la Clase del Acuerdo.

B. ¿Quién está en la Clase del Acuerdo?

El Acuerdo incluye a una clase compuesta de “todos los empleados actuales y anteriores pagados por hora o no exentos de los Demandados en California empleados entre el 13 de enero del 2017 hasta la fecha de la aprobación preliminar, o 90 días después de la firma del [MOU], lo que ocurra primero.”

C. ¿Qué Proporciona el Acuerdo?

Los Demandados pagarán un total de \$5,500,000.00 para resolver los reclamos de la clase. Las siguientes cantidades se pagarán de la Cantidad Bruta del Acuerdo: (1) los honorarios de abogados de los Abogados de Clase en una cantidad establecida por la Corte que no excederá \$1,925,000.00 y los costos de litigio documentados de los Abogados de Clase en una cantidad establecida por la Corte que no excederá \$50,419.79 más los costos adicionales anticipados hasta la desestimación de no más de \$745.00; (2) pago de servicio a la Representante de Clase establecido por la corte, que no excederá \$7,500.00 por su servicio en la Demanda; (3) una cantidad razonable establecida por la Corte para el administrador del acuerdo por la administración del acuerdo, que no excederá aproximadamente los \$20,000.00, que podrá ajustarse para aumentar si no es suficiente; y (4) una asignación de \$250,000 como sanciones civiles, de las cuales el 75% se pagará a la Agencia de Desarrollo de la Fuerza Laboral y el 25 % restante se pagará a los Miembros de la Clase del Acuerdo sobre una base proporcional según sus semanas de trabajo durante el período de la clase. La cantidad de la Cantidad Bruta del Acuerdo que reste después de estos pagos es la “Cantidad Neta del Acuerdo,” que se pagará a los Miembros de la Clase del Acuerdo que no soliciten ser excluidos.

D. ¿A Qué Está Renunciando Para Recibir un Pago y Permanecer en la Clase?

Si el Acuerdo propuesto es aprobado por la Corte, se dictará una sentencia en la que cada Miembro de la Clase del Acuerdo que no haya presentado una solicitud de exclusión válida y oportuna liberará y absolverá al Demandado, junto con todas las entidades afiliadas, predecesoras y sucesoras del Demandado, y cada una de las respectivas presentes y anteriores subsidiarias, afiliadas, matrices, agentes, empleados, empleados anteriores, socios, propietarios, accionistas, directores, funcionarios, abogados, fideicomisarios, administradores, aseguradoras, reaseguradoras, representantes, predecesores, sucesores y cesionarios (“Partes Liberadas”) de las alegaciones de hecho presentadas en los escritos operativos de las Demandas, incluyendo los reclamos que han sido o podrían haber sido presentados como violaciones de salarios y horarios conforme a la ley de California, sobre la base de las alegaciones de hecho establecidas en los escritos operativos en las Demandas durante el Período de la Clase, incluyendo todas las indemnizaciones que pudieran haberse reclamado en relación con los reclamos liberados de la clase, incluyendo, pero no limitado a, cualquiera y todos los reclamos por violaciones del Código Laboral de California que rige: los períodos de comida y de descanso; los salarios no pagados; el reembolso de los gastos comerciales y cualquiera y todas las teorías a favor o relacionadas con el “trabajo fuera del horario laboral”; las violaciones de las declaraciones salariales; las violaciones del pago por separación,

incluyendo las sanciones del tiempo de espera; y la responsabilidad derivada con respecto a los reclamos que puedan ser presentados conforme al Código de Negocios y Profesiones de California (“Reclamos Liberados”).

E. ¿Cómo Se Calculará Mi Parte del Acuerdo?

Cada Miembro de la Clase del Acuerdo (que no se excluya del Acuerdo) recibirá una Cantidad Individual de Pago, que es una parte proporcional de la Cantidad Neta del Acuerdo.

Sobre la base de sus registros, los Demandados determinarán el número Total de Semanas de Trabajo Trabajadas por cada Miembro de la Clase del Acuerdo. El Total de Semanas de Trabajo Trabajadas por cada Miembro de la Clase del Acuerdo se dividirá entre el Total de Semanas de Trabajo Trabajadas por todos los Miembros de la Clase del Acuerdo que no se excluyan, lo que dará como resultado la Proporción de Pago para cada Miembro de la Clase del Acuerdo. Cada Proporción de Pago de los Miembros de la Clase del Acuerdo se multiplicará por la Cantidad Neta del Acuerdo para determinar su Pago Individual del Acuerdo. Los Miembros de la Clase del Acuerdo no son elegibles para recibir alguna compensación bajo el Acuerdo, excepto los Pagos Individuales del Acuerdo.

Según los registros de los Demandados, su Total de Semanas de Trabajo Trabajadas durante el Período de la Clase es: «SubClass1_Weight». Sobre la base de este número, su Cantidad Individual de Pago estimada es de «SubClass1_Amt». Esta cantidad está sujeta a cambios sobre la base de la decisión final de la Corte y el número de Miembros de la Clase del Acuerdo que soliciten ser excluidos del Acuerdo.

Por favor, tenga en cuenta que el número de Semanas de Trabajo Totales que se indica anteriormente se considera correcto a menos de que presente la documentación que demuestre lo contrario. Si no está de acuerdo con el número de semanas de trabajo que se indica anteriormente, por favor envíe una explicación y pruebas al Administrador del Acuerdo a no más tardar el 27 de octubre del 2025. En caso de disputa sobre el número correcto de Semanas de Trabajo Trabajadas en Total, el Administrador del Acuerdo resolverá la disputa y tomará una decisión definitiva y obligatoria sin audiencia o derecho de apelación por su parte.

LA AUDIENCIA DEL ACUERDO

La Corte llevará a cabo una Audiencia de Equidad Final con respecto al acuerdo propuesto el 9 de diciembre del 2025 a las 2:30 p.m., en el Departamento 21 de la Corte Superior del Condado de Alameda, ubicada en 2233 Shore Line Dr, Alameda, CA 94501. La Corte determinará: (i) si el Acuerdo debe recibir la aprobación final de la Corte como justo, razonable, adecuado y en el mejor interés de los Miembros de la Clase del Acuerdo; (ii) si los Miembros de la Clase del Acuerdo deben estar sujetos a los términos del acuerdo; (iii) la cantidad de los honorarios y costos de los abogados que se adjudicarán a los Abogados de la Clase; (v) la cantidad que se debe adjudicar a las Demandantes como pago de servicio, y (vi) la cantidad adjudicada al Administrador del Acuerdo. En la Audiencia de Equidad Final, la Corte puede escuchar todas las objeciones presentadas de manera adecuada, así como los argumentos a favor y en contra del acuerdo propuesto. Usted tiene derecho a asistir a esta audiencia, pero no está obligado a hacerlo. Usted también tiene derecho a contratar a un abogado para que lo represente, o a comparecer y representarse a sí mismo, pero los Abogados de Clase no lo representarán con respecto a ninguna objeción al Acuerdo.

No es necesario que usted comparezca en esta audiencia, a menos de que haya presentado oportunamente una objeción al Acuerdo o desee objetar el Acuerdo en la audiencia.

¿CUÁLES SON SUS OPCIONES?

• **OPCIÓN 1 – HACER NADA Y PARTICIPAR EN EL ACUERDO**

SI NO REALIZA NINGUNA ACCIÓN EN RESPUESTA A ESTE AVISO, USTED RECIBIRÁ AUTOMÁTICAMENTE SU PARTE DEL ACUERDO SI LA CORTE LO APRUEBA. USTED NO ESTÁ OBLIGADO A IR A LA CORTE NI A PAGAR NADA A LOS ABOGADOS DE ESTE CASO. Si usted muda, usted debe actualizar su dirección con el Administrador del Acuerdo. Si no está de acuerdo con el número Total de Semanas de Trabajo Trabajadas, usted debe presentar una explicación y/o la documentación al Administrador del Acuerdo para justificar su posición, con el sello postal a no más tardar el 27 de octubre del 2025. La dirección del Administrador del Acuerdo es Elder Care Alliance and Almavia Wage and Hour Cases c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

- **OPCIÓN 2 – OBJETAR AL ACUERDO**

Si usted desea permanecer un Miembro de la Clase del Acuerdo, pero usted objeta al acuerdo propuesto (o cualquiera de sus términos) y desea que la Corte considere su objeción en la Audiencia de Acuerdo Final, usted puede objetar al acuerdo propuesto por escrito, a no más tardar el 27 de octubre del 2025. La fecha del sello postal del sobre de devolución será la única manera exclusiva para determinar que un Aviso de Objeción se presentó oportunamente. El Aviso de Objeción debe estar firmado por el Miembro de la Clase del Acuerdo y debe indicar: (1) el nombre completo del Miembro de la Clase del Acuerdo; (2) los últimos cuatro dígitos del número de Seguro Social y/o el número de Identificación de Empleado del Miembro de la Clase del Acuerdo; y (3) el motivo de la objeción. Los Abogados de la Clase incluirán todas las objeciones recibidas y la(s) respuesta(s) de las Demandantes con la petición de las Demandantes para la aprobación final del Acuerdo. Los Abogados de la Clase no representarán a ningún Miembro de la Clase del Acuerdo con respecto a dichas objeciones. La dirección del Administrador del Acuerdo se indica anteriormente.

- **OPCIÓN 3 – EXCLUIRSE DEL ACUERDO**

Usted tiene derecho a excluirse (“optar por excluirse”) de la Clase del Acuerdo, pero si decide hacerlo, usted no recibirá ningún beneficio del acuerdo propuesto y no estará obligado por la sentencia en estos casos coordinados. La solicitud de exclusión por escrito debe tener el sello postal a no más tardar el 27 de octubre del 2025 y: (1) debe contener el nombre, la dirección, número de teléfono y los cuatro últimos dígitos del número de Seguro Social y/o el número de Identificación de Empleado de la persona que solicita la exclusión, (2) debe ser firmada por el Miembro de la Clase del Acuerdo; (3) debe tener un el sello postal antes del 27 de octubre del 2025 y ser devuelta al Administrador del Acuerdo a la dirección especificada; y (4) debe describir la intención del Miembro de la Clase del Acuerdo de solicitar la exclusión, optar por no participar o palabras a ese efecto. Si una solicitud de exclusión firmada no es presentada a tiempo indicando el nombre y la dirección del Miembro de la Clase del Acuerdo, no se considerará válida para la exclusión de este Acuerdo. La fecha del sello postal en el sobre de devolución de la solicitud de exclusión será el único medio utilizado para determinar si la solicitud de exclusión fue presentada a tiempo. Cualquier Miembro de la Clase del Acuerdo que solicite ser excluido de la Clase del Acuerdo no tendrá derecho a ninguna recuperación conforme al Acuerdo y no estará obligado por los términos del Acuerdo ni tendrá derecho a objetar, apelar o comentar sobre el mismo. Los Miembros de la Clase del Acuerdo que no presenten una solicitud de exclusión válida y oportuna por escrito estarán obligados por todos los términos del Acuerdo y cualquier Sentencia dictada en esta Demanda, si el Acuerdo es finalmente aprobado por la Corte. La dirección del Administrador del Acuerdo se indica anteriormente.

¿HAY MÁS DETALLES SOBRE EL ACUERDO?

Lo anterior es un resumen de los términos básicos del Acuerdo. Para los términos y condiciones precisos del acuerdo, usted puede revisar la “Resolución del Acuerdo de la Demanda Colectiva” detallado que se encuentra archivado con el Secretario de la Corte. Los alegatos y otros registros en la Demanda pueden ser examinados en línea en: <https://www.alameda.courts.ca.gov/> o en persona en la oficina del Secretario de la Corte, ubicada en 2233 Shore Line Dr, Alameda, CA 94501. **SI NECESITA MÁS INFORMACIÓN O TIENE ALGUNA PREGUNTA**, usted puede comunicarse con el Administrador del Acuerdo en Elder Care Alliance and Almaria Wage and Hour Cases c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, 1-(888) 497-9657.

Usted también puede comunicarse con los Abogados de Clase a continuación. Por favor, mencione el Acuerdo de la Demanda Colectiva de Elder Care Alliance Almaria.

Abogados de la Clase

Robert Ottinger

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San Francisco, CA 94105

Teléfono: (415) 262-0096

Correo Electrónico: intake@ottingerlaw.com

POR FAVOR NO LLAME A LA CORTE PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

POR ORDEN DE LA CORTE SUPERIOR DEL ESTADO DE CALIFORNIA

Exhibit B

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

ELDER CARE ALLIANCE AND ALMAVIA
WAGE AND HOUR CASES

Case No.: RG21090600 (Lead Case)

NOTICE OF PAGA SETTLEMENT

A California Court authorized this notice. This is not a solicitation from a lawyer.

You are receiving this Notice because you are entitled to money as a result of a court approved settlement in multiple cases, consolidated under *Ysenia Arias v. Elder Care Alliance*, Alameda County Superior Court, Case No. RG21090600 (the “**Action**”).

What is this case about?

In the Action, Plaintiffs Marites Ballesteros, Yesenia Arias, Marta Aguilar, and Maria Tabuyo asserted representative claims against Defendants Elder Care Alliance, AlmaVia of San Francisco, Elder Care Alliance of San Francisco, Elder Care Alliance of San Rafael, and Mercy Retirement and Care Center on behalf of all hourly, non-exempt employees who worked for Defendant in California at any time from April 20, 2020 to July 5, 2023 (the “**PAGA Period**”). Plaintiffs allege claims for penalties pursuant to the Private Attorneys General Act of 2004 (“**PAGA**”) Labor Code section 2698 *et seq.* for alleged violations of Labor Code sections 201, 202, 203, 206, 226, 226.7, 256, 1194, 1194.2, 1197.1, 1198, 2802. Defendants contend that they are in full compliance with the law. It denies each of the claims and contentions alleged by Plaintiffs in the Action.

What are the terms of the Settlement?

Plaintiffs and Defendant reached a settlement which was reviewed and approved by the Court. Defendant’s records show that you were employed by Defendant in a covered position during the PAGA Period. Accordingly, you are entitled to an Individual Settlement Payment based on your percentage share of pay periods during the PAGA Period. The total PAGA Allocation from the settlement is \$250,000.00, 75% of this allocation, \$187,500.00, will be paid to the Labor Workforce Development Agency and the remaining 25%, totaling \$62,500.00 will be divided up among the Individual Settlement Payments.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time. You have 180 days from the date it was mailed to cash your check.

If you have any questions about this Notice or the Settlement, you may contact the Settlement Administrator or Class Counsel at the contact information below. **Please do not contact the Court.**

Class Administrator

**Elder Care Alliance and Almadia Wage and Hour Cases
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Toll Free Number: 1-(888) 497-9657**

Class Counsel

**Robert Ottinger
The Ottinger Firm, P.C.
535 Mission Street
San Francisco, CA 94105
Tel: (415) 262-0096
Email: intake@ottingerlaw.com**

CORTE SUPERIOR DEL ESTADO DE CALIFORNIA**PARA EL CONDADO DE ALAMEDA****CASOS DE SALARIOS Y HORARIOS DE ELDER
CARE ALLIANCE Y ALMAVIA**

Número de Caso RG21090600 (Caso Principal)

AVISO DEL ACUERDO DE PAGA

Una Corte de California autorizó este aviso. Esto no es una solicitud de un abogado.

Usted está recibiendo este Aviso porque tiene derecho a recibir dinero como resultado de un acuerdo aprobado por la corte en múltiples casos, consolidados bajo *Ysenia Arias v. Elder Care Alliance*, Corte Superior del Condado de Alameda, Caso No. RG21090600 (la “**Demanda**”).

¿De qué se trata este caso?

En la Demanda, las Demandantes Marites Ballesteros, Yesenia Arias, Marta Aguilar y María Tabuyo afirmaron los reclamos representativos en contra de los Demandados Elder Care Alliance, AlmaVia of San Francisco, Elder Care Alliance of San Francisco, Elder Care Alliance of San Rafael y Mercy Retirement and Care Center en nombre de todos los empleados pagados por hora y no exentos, que trabajaron para el Demandado en California en cualquier momento entre el 20 de abril del 2020 hasta el 5 de julio del 2023 (el “**Período de PAGA**”). Los Demandantes alegan los reclamos por sanciones de conformidad con la Ley General de Abogados Privados de 2004 (“**PAGA**”) sección 2698 y *siguientes* del Código Laboral por las supuestas violaciones de las secciones 201, 202, 203, 206, 226, 226.7, 256, 1194, 1194.2, 1197.1, 1198 y 2802 del Código Laboral. Los Demandados sostienen que cumplen completamente con la ley. Niegan cada uno de los reclamos y alegaciones alegados por los Demandantes en la Demanda.

¿Cuáles son los términos del Acuerdo?

Las Demandantes y el Demandado llegaron a un acuerdo que fue revisado y aprobado por la Corte. Los registros del Demandado muestran que usted fue empleado por el Demandado en una posición cubierta durante el Período de PAGA. Por lo tanto, usted tiene derecho a un Pago Individual del Acuerdo basado en su parte de porcentaje de los períodos de pago durante el Período de PAGA. La Asignación de PAGA total del acuerdo es de \$250,000.00, el 75% de esta asignación, \$187,500.00, se pagará a la Agencia de Desarrollo de la Fuerza Laboral y el 25% restante, un total de \$62,500.00, se dividirá entre los Pagos Individuales del Acuerdo.

¿Qué debo hacer ahora?

Usted está automáticamente incluido en este Acuerdo. Usted puede depositar inmediatamente el cheque adjunto y no es necesario que realice ninguna otra acción en este momento. Usted tiene 180 días a partir de la fecha de envío por correo para cobrar su cheque.

Si tiene alguna pregunta sobre este Aviso o el Acuerdo, usted puede comunicarse con el Administrador del Acuerdo o con los Abogados de la Clase utilizando la información de contacto que se indica a continuación. **Por favor, no contacte a la Corte.**

Administrador de la Clase

Elder Care Alliance and Almadia Wage and Hour Cases
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Número de Teléfono Gratuito: 1-(888) 497-9657

Abogados de la Clase

Robert Ottinger
The Ottinger Firm, P.C.
535 Mission Street
San Francisco, CA 94105
Tel: (415) 262-0096
Correo Electrónico: intake@ottingerlaw.com

Exhibit 2

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-832165-21
Plaintiff for PAGA Case: Marta
Filer/Attorney for PAGA Case: Justin Lo
Law Firm for PAGA Plaintiff: Work Lawyers, PC
Employer: Elder Care Alliance San Rafael
Date Case Received:
Employer Filer Firm:
Court Type:
Court Name: Alameda
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Amended Notice Submitted on 04/12/2022 04:20:38 PM by Justin Lo	PAGA NTC Amended Aguilar.pdf	04/12/2022 04:21 PM	Amended Notice
PAGA Notice Submitted on 05/13/2021 01:36:26 PM by Justin Lo	PAGA Notice to LWDA regarding Employee Violations.pdf	05/13/2021 01:36 PM	PAGA Notice
Proposed Settlement Submitted on 07/08/2024 02:33:41 PM by Justin Lo	Elder Care Long Form Agreement - Work Lawyers PC Signed.pdf	07/08/2024 02:33 PM	Proposed Settlement

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Thu 11/13/2025 5:42 PM

To filing <filing@ottingerlaw.com>

11/13/2025 03:42:09 PM

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

Item submitted: Proposed Settlement

On 11/13/2025 03:42:09 PM your Proposed Settlement was successfully processed for case number LWDA-CM-832165-21

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](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

Exhibit 3

Date	Hours	Description	Rate (\$)	Cost (\$)	User
9/15/2020	0.2	Opened up new channel; reached out to client for HR contact	\$ -	\$ -	Jacqueline Graves
9/15/2020	0.1	Sent out personnel request to HR; calendared	\$ 260.00	\$ 26.00	Jacqueline Graves
9/22/2020	0.1	Client called earlier and said she had a question; called back and left a vm	\$ 260.00	\$ 26.00	Jacqueline Graves
9/28/2020	0.1	Uploaded employment docs	\$ 260.00	\$ 26.00	Jacqueline Graves
9/28/2020	0.5	Looked through personnel files to find arb agreement	\$ 260.00	\$ 130.00	Jacqueline Graves
1/12/2021	1.2	Draft complaint. Review same. Client feedback.	\$ 550.00	\$ 660.00	Robert Ottinger
1/13/2021	0.5	File initiating docs	\$ 260.00	\$ 130.00	Jacqueline Graves
1/13/2021	0.8	review draft complaint; internal communication re same.	\$ 750.00	\$ 600.00	Andrew Mailhot
1/18/2021	0.4	Download Court issued docs and upload to Teams; calendar all dates	\$ 260.00	\$ 104.00	Jacqueline Graves
1/18/2021	0.2	Set up Court call for 2/8 CMC; expense to matter and update calendar w AM call info	\$ 260.00	\$ 52.00	Jacqueline Graves
1/19/2021	0.5	download court issued docs and upload to Teams; research where to serve; call to make sure it is the correct place; set up process serving w OneLegal	\$ 260.00	\$ 130.00	Jacqueline Graves
1/22/2021	0.4	File Proof of service of Summons and Complaint; mark task off and calendar when discovery can start and when D's Answer is due	\$ 260.00	\$ 104.00	Jacqueline Graves
1/27/2021	0.1	Uploaded proof of service of summons and complaint to Teams	\$ 260.00	\$ 26.00	Jacqueline Graves
2/2/2021	0.1	Paid File&Serve xpress via their online pay portal; updated expense in matter	\$ 260.00	\$ 26.00	Jacqueline Graves
2/16/2021	0.1	Call with defense re: extension for answer	\$ 750.00	\$ 75.00	Finn Dusenbery
3/1/2021	0.2	Reviewed Defendant's letter re: meet and confer on amending complaint, demurrer and messaged RO and AM re: same	\$ 750.00	\$ 150.00	Finn Dusenbery
3/1/2021	1.2	Reviewed letter from opc re: demurrer, reviewed pleadings, researched law on 223 claim, reviewed documents from personnel file request	\$ 750.00	\$ 900.00	Finn Dusenbery
3/1/2021	0.2	Set up call between client and FD via text; updated FD on the time; calendared in outlook, clio, and Teams planner	\$ 260.00	\$ 52.00	Jacqueline Graves
3/1/2021	0.1	Added new OPC to Clio; calendared call w OPC in Teams and Clio	\$ 260.00	\$ 26.00	Jacqueline Graves

3/2/2021	0.4	Call with client re: case facts re: demurrer	\$	750.00	\$	300.00	Finn Dusenbery
3/3/2021	0.1	Call with AM re: meet and confer on demurrer	\$	750.00	\$	75.00	Finn Dusenbery
3/3/2021	0.4	Meet and confer call on demurrer with defense	\$	750.00	\$	300.00	Finn Dusenbery
3/4/2021	1	Reviewed notes of client interview, reviewed documents from personnel file, revised complaint, looked up Elder Care Alliance and Almavia in Cali secretary of state and message AM re: amending complaint	\$	750.00	\$	750.00	Finn Dusenbery
3/4/2021	0.1	Call with client re: facts to add to amended complaint, revised amended complaint and messaged AM re: same	\$	750.00	\$	75.00	Finn Dusenbery
3/4/2021	1.5	Formatted and reviewed the first amended complaint; added causes of action per FD request; created POS for serving and filing FAC	\$	260.00	\$	390.00	Jacqueline Graves
3/4/2021	0.1	Emailed defense re: amending complaint	\$	750.00	\$	75.00	Finn Dusenbery
3/8/2021	0.3	Call with JG re: amending complaint	\$	750.00	\$	225.00	Finn Dusenbery
3/8/2021	0.4	Revised complaint to add defendant and change grammar as necessary	\$	260.00	\$	104.00	Jacqueline Graves
3/8/2021	0.3	Reviewed amended complaint and messaged JG and RO re: Word version for editing	\$	750.00	\$	225.00	Finn Dusenbery
3/8/2021	0.2	Reviewed/revised amended complaint with JG	\$	750.00	\$	150.00	Finn Dusenbery
3/8/2021	0.6	Edit FAC	\$	260.00	\$	156.00	Jacqueline Graves
3/8/2021	0.4	Reviewed/revised amended complaint and messaged JG re: same	\$	750.00	\$	300.00	Finn Dusenbery
3/8/2021	0.3	File FAC w OneLegal and send to OPC	\$	260.00	\$	78.00	Jacqueline Graves
3/1/2021	0.8	review case files in prep for conf call w/ OPC and communication re same w/ Finn D.	\$	750.00	\$	600.00	Andrew Mailhot
3/4/2021	1	review/revise draft complaint; communication w/ Finn D re same.	\$	750.00	\$	750.00	Andrew Mailhot
4/1/2021	0.1	Downloaded filed stamped copy of FAC and Proof of Service from court website and uploaded to file	\$	260.00	\$	26.00	Rebecca Beninati
5/24/2021	0.3	Begin CMC statement for ZO	\$	260.00	\$	78.00	Jacqueline Graves
5/24/2021	0.3	Finalize and file CMC Statement; send to OPC via email	\$	260.00	\$	78.00	Jacqueline Graves

		Collected needed info to set up CourtCall; called CourtCall and set up CMC appearance for ZO; expensed fee to the matter; added call information to both				
6/4/2021	0.2	calendars	\$	260.00	\$	52.00 Jacqueline Graves
6/15/2021	0.3	Reviewed the case before CMC	\$	550.00	\$	165.00 Zarrina Ozari
8/4/2021	0.5	Drafted document requests	\$	750.00	\$	375.00 Finn Dusenbery
8/9/2021	0.8	Drafted document requests and special interrogatories	\$	750.00	\$	600.00 Finn Dusenbery
8/11/2021	0.6	Finalize discovery responses and draft POS.	\$	260.00	\$	156.00 Jolen Medwid
8/11/2021	0.3	Served discovery requests via email and mail.	\$	260.00	\$	78.00 Jolen Medwid
9/14/2021	0.3	Spoke w Penny Peterson in regards to an extension for docs due today.	\$	260.00	\$	78.00 Mary Slattery
9/17/2021	0.1	Phone call with client to provide status update on case.	\$	260.00	\$	26.00 Jolen Medwid
9/17/2021	0.2	Pulled docket and updated OPC contact information.	\$	260.00	\$	52.00 Jolen Medwid
9/17/2021	0.1	Forwarded email regarding extension to new counsel for matter.	\$	260.00	\$	26.00 Jolen Medwid
9/22/2021	0.1	Uploaded letter and discovery responses to file.	\$	260.00	\$	26.00 Jolen Medwid
9/22/2021	0.1	Email to OPC to schedule meet and confer conference.	\$	260.00	\$	26.00 Jolen Medwid
9/22/2021	0.1	Email to/from OPC re TC for Meet and Confer. Sent out meeting invite for same.	\$	260.00	\$	26.00 Jolen Medwid
9/23/2021	0.3	Call with defense re: discovery, mediation, other case against defendant, message RO re: call with defense	\$	750.00	\$	225.00 Finn Dusenbery
9/23/2021	0.1	Pulled case docket for Arias v. Elder Care. Purchased complaint and uploaded documents to file.	\$	260.00	\$	26.00 Jolen Medwid
9/24/2021	0.1	Emailed LFJ re: collaborating on cases	\$	750.00	\$	75.00 Finn Dusenbery
9/29/2021	0.1	Calendared TC with Lawyers for Justice and FD.	\$	260.00	\$	26.00 Jolen Medwid
9/30/2021	0.2	Call with co-counsel re: collaborating	\$	750.00	\$	150.00 Finn Dusenbery
9/30/2021	0.1	Checked docket for filing dates for both Almavia matters.	\$	260.00	\$	26.00 Jolen Medwid
10/5/2021	0.1	Emailed co-counsel re: discovery/meet and confer and co-counsel agreement	\$	750.00	\$	75.00 Finn Dusenbery
10/12/2021	1.7	Reviewed complaint, personnel file, Defendants' responses to document requests and drafted notes for meet and confer	\$	750.00	\$	1,275.00 Finn Dusenbery

10/12/2021	0.5	Drafted email to defense re: meet and confer, made notes re: responses needed to special rogs	\$	750.00	\$	375.00	Finn Dusenbery
10/12/2021	0.1	Emailed co-counsel re: meet and confer with defense, co-counsel agreement	\$	750.00	\$	75.00	Finn Dusenbery
10/13/2021	0.1	Emailed co-counsel re: email to defense about discovery	\$	750.00	\$	75.00	Finn Dusenbery
10/13/2021	0.1	Emailed defense re: meet and confer, discovery	\$	750.00	\$	75.00	Finn Dusenbery
10/15/2021	0.1	Reviewed email from defense re: motion to compel and messaged RO and AM re: same	\$	750.00	\$	75.00	Finn Dusenbery
10/15/2021	0.1	Updated new OPC in Clio.	\$	260.00	\$	26.00	Jolen Medwid
10/20/2021	0.1	Emailed co-counsel re: discovery, Defendant's response to deficiencies	\$	750.00	\$	75.00	Finn Dusenbery
10/20/2021	0.8	Draft and finalize co-counsel agreement.	\$	260.00	\$	208.00	Jolen Medwid
10/22/2021	0.1	Uploaded Notice of Change of Counsel to file.	\$	260.00	\$	26.00	Jolen Medwid
10/28/2021	0.2	Reviewed co-counsel agreement	\$	750.00	\$	150.00	Finn Dusenbery
10/28/2021	0.4	Reviewed co-counsel agreement, messaged RO re: same	\$	750.00	\$	300.00	Finn Dusenbery
11/1/2021	0.3	Reviewed co-counsel agreements in Hearst and Vail for RO.	\$	260.00	\$	78.00	Jolen Medwid
11/1/2021	0.2	Revised co-counsel agreement and posted it to file for attorney review.	\$	260.00	\$	52.00	Jolen Medwid
11/9/2021	0.1	F/up with FD and RO regarding co-counsel agreement.	\$	260.00	\$	26.00	Jolen Medwid
11/9/2021	0.1	Sent update to client.	\$	260.00	\$	26.00	Jolen Medwid
11/10/2021	0.1	Emailed draft of co-counsel agreement to LFJ.	\$	260.00	\$	26.00	Jolen Medwid
11/10/2021	0.2	Finalized draft of co-counsel agreement.	\$	260.00	\$	52.00	Jolen Medwid
11/11/2021	0.1	Call with JM re: mediation	\$	750.00	\$	75.00	Finn Dusenbery
11/11/2021	0.1	Email to Heather Reed re A.Reddock's availability for mediation in this matter.	\$	260.00	\$	26.00	Jolen Medwid
11/15/2021	0.1	Fwd email re mediator Angela Ruddock Wright to FD	\$	260.00	\$	26.00	Jolen Medwid
11/15/2021	0.1	Calendared mediation date.	\$	260.00	\$	26.00	Jolen Medwid
11/16/2021	0.1	Reviewed emails with defense re: discovery responses and messaged RO and JM re: same	\$	750.00	\$	75.00	Finn Dusenbery
11/17/2021	0.2	Emailed defense re: discovery, motion to compel; emailed co-counsel re: mediation	\$	750.00	\$	150.00	Finn Dusenbery
11/17/2021	0.1	Emailed defense re: discovery, mediation	\$	750.00	\$	75.00	Finn Dusenbery
11/19/2021	0.1	Messaged RO re: stay of discovery and informal exchange of information	\$	750.00	\$	75.00	Finn Dusenbery

11/19/2021	0.2	Emailed co-counsel re: co-counsel agreement and defense re: motion to compel deadline and stay of discovery and mediation	\$	750.00	\$	150.00	Finn Dusenbery
11/22/2021	0.1	Messed RO re: possible mediator	\$	750.00	\$	75.00	Finn Dusenbery
11/30/2021	0.1	Emailed co-counsel at LFJ re: adding plaintiff's counsel in third case and proposed revisions to co-counsel agreement	\$	750.00	\$	75.00	Finn Dusenbery
12/1/2021	0.2	Call with co-counsel re: bringing on Aguilar counsel, mediation, co-counsel agreement	\$	750.00	\$	150.00	Finn Dusenbery
12/2/2021	0.1	Call with defense re: motion to compel deadline	\$	750.00	\$	75.00	Finn Dusenbery
12/7/2021	0.1	Emailed co-counsel re: co-counsel agreement/fee split	\$	750.00	\$	75.00	Finn Dusenbery
12/14/2021	0.1	Emailed co-counsel and defense counsel re: call to discuss mediation	\$	750.00	\$	75.00	Finn Dusenbery
12/17/2021	0.4	Call with defense re: mediation, discovery	\$	750.00	\$	300.00	Finn Dusenbery
12/27/2021	0.2	Reviewed list of informal discovery for mediation and emailed co-counsel re: same	\$	750.00	\$	150.00	Finn Dusenbery
1/4/2022	0.1	Emailed defense re: demands for pre-mediation discovery	\$	750.00	\$	75.00	Finn Dusenbery
1/19/2022	0.1	Texts to/from client regarding status update.	\$	260.00	\$	26.00	Jolen Medwid
1/21/2022	0.3	Internally communicate regarding case status and pre-mediation discovery request.	\$	650.00	\$	195.00	Brian Walker
1/21/2022	0.1	Case transition meeting with legal team to discuss upcoming deadlines and pending tasks.	\$	260.00	\$	26.00	Tim Hansen
1/24/2022	0.4	Continue review of case materials to strategize for forward progress.	\$	650.00	\$	260.00	Brian Walker
1/25/2022	0.1	Update upcoming case deadlines in Asana.	\$	260.00	\$	26.00	Tim Hansen
1/26/2022	0.1	Emailed co-counsel re: discovery demands for mediation	\$	750.00	\$	75.00	Finn Dusenbery
1/26/2022	0.1	Update case task list in Asana.	\$	260.00	\$	26.00	Tim Hansen
1/21/2022	0.1	Case transition meeting with TH and BW	\$	260.00	\$	26.00	Jolen Medwid
1/31/2022	0.1	Docket mediation date on firm calendar.	\$	260.00	\$	26.00	Tim Hansen
2/1/2022	0.1	Update case events list in Asana.	\$	260.00	\$	26.00	Tim Hansen
2/1/2022	0.1	Read and respond to mediator's office email regarding case caption and proof of service.	\$	260.00	\$	26.00	Tim Hansen
2/1/2022	0.2	Prepare proof of service template and send to mediator's office.	\$	260.00	\$	52.00	Tim Hansen

2/1/2022	0.1	Phone call with TH regarding co-counsels request for POS.	\$	260.00	\$	26.00	Jolen Medwid
2/1/2022	0.1	Text update to/from client regarding case update and 8/11/22 mediation date.	\$	260.00	\$	26.00	Jolen Medwid
2/4/2022	1.1	Research San Francisco Superior Court rules and procedures for a motion to continue trial date.	\$	260.00	\$	286.00	Tim Hansen
2/4/2022	1.2	Being work on Stipulated Ex Parte Application to Continue Trial Date.	\$	260.00	\$	312.00	Tim Hansen
2/7/2022	0.2	Call with JM regarding case status and pending mediation in preparations for the stipulated application to continue trial date.	\$	260.00	\$	52.00	Tim Hansen
2/7/2022	0.8	Continue work on ex parte application to continue trial date and send to BW for final revisions.	\$	260.00	\$	208.00	Tim Hansen
2/7/2022	1	Review and revise ex parte motion to continue trial.	\$	650.00	\$	650.00	Brian Walker
2/7/2022	0.4	Prepare joint stipulation to vacate and continue trial date to attach to the ex parte application.	\$	260.00	\$	104.00	Tim Hansen
2/7/2022	0.2	Accept BW's redline changes to ex parte application and post for legal team review.	\$	260.00	\$	52.00	Tim Hansen
2/8/2022	0.1	Communication with team regarding mediation next steps and filing notice of related case	\$	550.00	\$	55.00	Paraskevi Batsikas
2/8/2022	0.1	Quick research to see if filing a notice of related case is required	\$	550.00	\$	55.00	Paraskevi Batsikas
2/8/2022	0.1	Case meeting with legal team regarding status of case and review and assignment of pending tasks and deadlines.	\$	260.00	\$	26.00	Tim Hansen
2/9/2022	0.4	Research California Rules of Court and San Francisco Local Rule regarding process and procedures for related cases.	\$	260.00	\$	104.00	Tim Hansen
2/9/2022	0.3	Prepare notice of related case and post for legal team review.	\$	260.00	\$	78.00	Tim Hansen
2/10/2022	0.1	Review notice of related cases.	\$	650.00	\$	65.00	Brian Walker
2/10/2022	0.2	Finalize notice of related case for filing with the court.	\$	260.00	\$	52.00	Tim Hansen
2/10/2022	0.2	Call with JM regarding filing procedures for a notice of related case when both cases are in different counties.	\$	260.00	\$	52.00	Tim Hansen
2/10/2022	0.1	File notice of related case with San Francisco Superior Court.	\$	260.00	\$	26.00	Tim Hansen

		Email Notice of Related Case to T. Maher and confirm if same will be filed in					
2/10/2022	0.1	Alameda.	\$	260.00	\$	26.00	Tim Hansen
2/10/2022	0.1	Upload court filed stamped copy of notice of related case to case file.	\$	260.00	\$	26.00	Tim Hansen
2/10/2022	0.2	Reviewed/revised joint stip to continue trial date, emailed defense re: same	\$	750.00	\$	150.00	Finn Dusenbery
2/11/2022	0.1	Emailed Tim re: filing stip to extend trial date	\$	750.00	\$	75.00	Finn Dusenbery
2/11/2022	0.3	Finalize and prepare joint stipulation and notice of joint stipulation to continue trial date for filing with the court.	\$	260.00	\$	78.00	Tim Hansen
2/11/2022	0.2	File ex parte application and joint stipulation to continue trial date with the court.	\$	260.00	\$	52.00	Tim Hansen
2/11/2022	0.3	Prepare proposed order for ex parte application to continue trial date.	\$	260.00	\$	78.00	Tim Hansen
2/11/2022	0.1	Email to department clerk to cancel filing order so that ex parte application can be revised and refiled.	\$	260.00	\$	26.00	Tim Hansen
2/11/2022	0.1	Reviewed ex parte motion to continue trial date	\$	750.00	\$	75.00	Finn Dusenbery
2/14/2022	0.1	Call with San Francisco Superior Court Clerk regarding filing an amended ex parte order and joint stipulation.	\$	260.00	\$	26.00	Tim Hansen
2/14/2022	0.3	Prepare amended ex parte application and joint stipulation for filing with the court.	\$	260.00	\$	78.00	Tim Hansen
2/14/2022	0.2	File amended ex parte application, stipulation, and order with the court.	\$	260.00	\$	52.00	Tim Hansen
2/15/2022	0.1	Read response email from co-counsel regarding not filing a notice of related case.	\$	260.00	\$	26.00	Tim Hansen
2/15/2022	0.1	Read and respond to court clerk's email confirming the filing of our ex parte application and joint stipulation.	\$	260.00	\$	26.00	Tim Hansen
2/15/2022	0.1	Update case events list in Asana and create case overview.	\$	260.00	\$	26.00	Tim Hansen
2/15/2022	0.1	Case meeting with legal team regarding current status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
2/15/2022	0.3	Read and review mediation confirmation letter and related documents (.2); and upload said documents to case file (.1).	\$	260.00	\$	78.00	Tim Hansen
2/15/2022	0.2	Docket mediation related deadlines on the firm calendar (.1); and update case events and tasks list in Asana (.1).	\$	260.00	\$	52.00	Tim Hansen

		Communication with legal team regarding					
2/17/2022	0.1	filing of ex parte application.	\$	260.00	\$	26.00	Tim Hansen
2/17/2022	0.1	Edit tasks list in Asana.	\$	260.00	\$	26.00	Tim Hansen
		Upload court filed stamped copies of the					
		ex parte application and joint stipulation to					
2/17/2022	0.1	continue trial date.	\$	260.00	\$	26.00	Tim Hansen
2/22/2022	0.1	Texts to/from client regarding documents.	\$	260.00	\$	26.00	Jolen Medwid
		Check case docket for status of stipulation					
		to continue trial date (.1); and email to					
		court clerk regarding status of the same					
3/3/2022	0.2	(.1).	\$	260.00	\$	52.00	Tim Hansen
		Call with JM regarding ex parte application					
		process and setting hearing for the same in					
3/3/2022	0.5	San Francisco.	\$	260.00	\$	130.00	Tim Hansen
		Email to Department 206 and court clerk					
		regarding status of joint application to					
3/3/2022	0.2	continue trial date.	\$	260.00	\$	52.00	Tim Hansen
		Revise ex parte application and joint					
		stipulation and refile with the court.	\$	260.00	\$	182.00	Tim Hansen
		Research San Francisco County local rules					
3/3/2022	0.3	on ex parte hearings.	\$	260.00	\$	78.00	Tim Hansen
		Email notice of hearing and filed ex parte					
3/3/2022	0.1	application and order to OPC.	\$	260.00	\$	26.00	Tim Hansen
		Communications with team re court					
3/3/2022	0.1	hearing to continue trial date	\$	550.00	\$	55.00	Paraskevi Batsikas
		Internal discussion with TH regarding Ex					
		Parte Application process and hearing					
3/3/2022	0.5	requirements in SF county.	\$	260.00	\$	130.00	Jolen Medwid
		Case meeting with legal team regarding					
		status of case, pending deadlines, and					
3/4/2022	0.1	assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
		Review filed joint ex parte application and					
		joint stip to continue trial in preparation for					
3/7/2022	0.2	hearing scheduled for tomorrow	\$	550.00	\$	110.00	Paraskevi Batsikas
		Communications with team re hearing					
3/7/2022	0.1	tomorrow	\$	550.00	\$	55.00	Paraskevi Batsikas
		Email discussions with OPC confirming					
		she is unable to appear at tomorrow's					
		hearing due to a trial and confirming we					
3/7/2022	0.1	will handle the hearing for both of us	\$	550.00	\$	55.00	Paraskevi Batsikas
		Discussion with legal team regarding					
		status of today's hearing on the ex parte					
3/8/2022	0.1	application to continue the trial date.	\$	260.00	\$	26.00	Tim Hansen
		Discussion with legal team regarding					
3/8/2022	0.1	paying our portion of the mediation fee.	\$	260.00	\$	26.00	Tim Hansen

3/8/2022	0.5	Court hearing re joint stip to continue trial date	\$	550.00	\$	275.00	Paraskevi Batsikas
3/8/2022	0.1	Communication with team re courtesy copies for hearings	\$	550.00	\$	55.00	Paraskevi Batsikas
3/11/2022	0.1	Messaged Tim re: courtesy copy for motion to continue trial	\$	750.00	\$	75.00	Finn Dusenbery
3/11/2022	0.1	Case meeting with legal team regarding current status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
3/11/2022	0.2	Revise ex parte application for new hearing date.	\$	260.00	\$	52.00	Tim Hansen
3/11/2022	0.3	Refile ex parte application and joint stipulation (.2); and schedule court call (.1).	\$	260.00	\$	78.00	Tim Hansen
3/11/2022	0.1	Docket ex parte hearing date on firm calendar.	\$	260.00	\$	26.00	Tim Hansen
3/11/2022	0.1	Communication with team re next steps on getting joint stip re-noticed	\$	550.00	\$	55.00	Paraskevi Batsikas
3/11/2022	0.1	Email to OPC regarding ex parte hearing on 3/15/22.	\$	260.00	\$	26.00	Tim Hansen
3/11/2022	0.1	Discussion with legal team regarding process for deeming case complex in SF county.	\$	260.00	\$	26.00	Tim Hansen
3/14/2022	0.1	Discussion with legal team confirming the delivery of courtesy copies in advance of tomorrow's hearing.	\$	260.00	\$	26.00	Tim Hansen
3/14/2022	0.1	Communication with team regarding courtesy copies in advance of hearing tomorrow	\$	550.00	\$	55.00	Paraskevi Batsikas
3/15/2022	0.2	Review file and joint stip in preparation for court hearing today	\$	550.00	\$	110.00	Paraskevi Batsikas
3/15/2022	0.1	Receive update from legal team regarding outcome of ex parte application hearing.	\$	260.00	\$	26.00	Tim Hansen
3/15/2022	0.6	Hearing re ex parte joint stip to continue trial date	\$	550.00	\$	330.00	Paraskevi Batsikas
3/15/2022	0.5	Research process and procedure for deeming a case complex in San Francisco.	\$	260.00	\$	130.00	Tim Hansen
3/15/2022	1.1	Prepare notice of application and application for order of complex case designation.	\$	260.00	\$	286.00	Tim Hansen
3/16/2022	0.1	Emailed defense re: informal discovery for mediation	\$	750.00	\$	75.00	Finn Dusenbery
3/21/2022	0.6	Reviewed motion to designate case complex, reviewed same motion made in Rovner, emailed defense re: joint motion to designate case complex	\$	750.00	\$	450.00	Finn Dusenbery

3/22/2022	0.1	Discussion with legal team regarding following up with client regarding her questions.	\$	260.00	\$	26.00	Tim Hansen
3/22/2022	0.1	Texts to/from client regarding update request.	\$	260.00	\$	26.00	Jolen Medwid
3/22/2022	0.1	Internally communicate regarding case and upcoming mediation.	\$	650.00	\$	65.00	Brian Walker
3/22/2022	0.1	Sent follow up email to client regarding her question about damage calculations prior to mediation.	\$	260.00	\$	26.00	Tim Hansen
3/22/2022	0.1	Communication with TH regarding request for update from client.	\$	260.00	\$	26.00	Jolen Medwid
3/23/2022	0.1	Emailed defense re: stipulation to continue trial	\$	750.00	\$	75.00	Finn Dusenbery
3/24/2022	0.1	Review emails between legal team and OPC regarding filing our motion to deem case complex.	\$	260.00	\$	26.00	Tim Hansen
3/24/2022	0.1	Discussion with legal team regarding relating case to delay trial date.	\$	260.00	\$	26.00	Tim Hansen
3/24/2022	0.1	Messaged Tim Hansen re: motion to continue trial	\$	750.00	\$	75.00	Finn Dusenbery
3/24/2022	0.2	Discussion with legal team regarding refiling previous request to extend trial date (.1); and email to OPC to see if an October trial date is agreeable (.1)	\$	260.00	\$	52.00	Tim Hansen
3/28/2022	0.1	Emailed Tim Hansen re: motion to continue trial	\$	750.00	\$	75.00	Finn Dusenbery
3/28/2022	0.1	Response email to OPC regarding proposed November trial date.	\$	260.00	\$	26.00	Tim Hansen
3/28/2022	0.1	Discussion with legal team regarding November trial date.	\$	260.00	\$	26.00	Tim Hansen
3/28/2022	0.6	Revise ex parte application and joint stipulation to continue trial date for an early November trial date (.4); and re-file said documents with the court (.2).	\$	260.00	\$	156.00	Tim Hansen
3/29/2022	0.1	Messaged Tim Hansen re: filing continuance of trial	\$	750.00	\$	75.00	Finn Dusenbery
3/29/2022	0.1	Emailed defense re: mediation discovery	\$	750.00	\$	75.00	Finn Dusenbery
3/29/2022	0.1	Email to Department 206 to inquire about hearing date and scheduling appearance.	\$	260.00	\$	26.00	Tim Hansen
3/29/2022	0.1	Read email from legal team to OPC regarding timeline for providing pre-mediation discovery.	\$	260.00	\$	26.00	Tim Hansen
3/29/2022	0.2	Discussion with legal team and department clerk regarding re-setting the ex parte hearing notice.	\$	260.00	\$	52.00	Tim Hansen

3/29/2022	0.2	Phone call with TH regarding procedural options in SF.	\$	260.00	\$	52.00	Jolen Medwid
3/29/2022	0.5	Refile ex parte application to continue trial date, set up court call for appearance, and email notice to OPC.	\$	260.00	\$	130.00	Tim Hansen
3/29/2022	0.1	Communication with team re courtesy copies to the court for the ex parte application	\$	550.00	\$	55.00	Paraskevi Batsikas
3/30/2022	0.1	Upload filed stamped copies of the ex parte order and stipulation to case file.	\$	260.00	\$	26.00	Tim Hansen
3/30/2022	0.1	Discussion with legal team regarding scheduled e parte application hearing.	\$	260.00	\$	26.00	Tim Hansen
4/1/2022	0.1	Case meeting with legal team regarding current status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
4/4/2022	0.1	Discussion with legal team regarding tomorrow's hearing regarding ex parte application to continue trial date.	\$	260.00	\$	26.00	Tim Hansen
4/5/2022	0.3	Review and analyze ex parte application in preparation for hearing	\$	550.00	\$	165.00	Paraskevi Batsikas
4/5/2022	0.6	Attendance at hearing for ex parte application to continue trial	\$	550.00	\$	330.00	Paraskevi Batsikas
4/5/2022	0.1	Email to OPC re dates in September for trial	\$	550.00	\$	55.00	Paraskevi Batsikas
4/5/2022	0.1	Communication with team re results of hearing re ex parte application to continue trial	\$	550.00	\$	55.00	Paraskevi Batsikas
4/5/2022	0.2	Discussion with legal team regarding court's ruling on ex parte application to continue trial date.	\$	260.00	\$	52.00	Tim Hansen
4/5/2022	0.7	Prepare new joint stipulation and ex parte application to continue trial date pursuant to the court's order.	\$	260.00	\$	182.00	Tim Hansen
4/5/2022	0.1	Discussion with legal team regarding documents required by the court to extend trial date.	\$	260.00	\$	26.00	Tim Hansen
4/5/2022	0.1	Email joint stipulation to OPC for review and signature.	\$	260.00	\$	26.00	Tim Hansen
4/5/2022	0.2	Finalize joint stipulation for filing with the court (.1); and prepare proposed order (.1).	\$	260.00	\$	52.00	Tim Hansen
4/5/2022	0.2	File joint stipulation and proposed order with the court.	\$	260.00	\$	52.00	Tim Hansen
4/5/2022	0.1	Provide update to legal team regarding refiling of joint stipulation and next Tuesday's hearing regarding the same.	\$	260.00	\$	26.00	Tim Hansen

4/5/2022	0.1	Communication with team re scheduled hearing date for Sept 26 trial continuance	\$	550.00	\$	55.00	Paraskevi Batsikas
4/5/2022	0.1	Email to OPC providing notice of 4/12/22 hearing.	\$	260.00	\$	26.00	Tim Hansen
4/6/2022	0.1	Upload court filed stamped copy of joint stipulation to case file.	\$	260.00	\$	26.00	Tim Hansen
4/6/2022	0.1	Email filed stamped copy of joint stipulation to OPC.	\$	260.00	\$	26.00	Tim Hansen
4/6/2022	0.1	Foward email from OPC to legal team regarding MSC.	\$	260.00	\$	26.00	Tim Hansen
4/8/2022	0.1	Meeting with legal team regarding mediation status and associated deadlines and tasks.	\$	260.00	\$	26.00	Tim Hansen
4/11/2022	0.1	Communication with team re hearing for joint stip to continue trial to September	\$	550.00	\$	55.00	Paraskevi Batsikas
4/11/2022	0.2	Pulled file stamped copy of Stipulation continuing hearing date and uploaded to file. Reviewed court call to ensure RO's appearance. Updated calendar in Clio.	\$	260.00	\$	52.00	Jolen Medwid
4/12/2022	0.6	Attendance at hearing for joint stip to continue trial	\$	550.00	\$	330.00	Paraskevi Batsikas
4/12/2022	0.1	Discussion with legal team regarding the court granting request to extend trial date to November.	\$	260.00	\$	26.00	Tim Hansen
4/15/2022	0.2	Internally communicate regarding pre-mediation discovery.	\$	650.00	\$	130.00	Brian Walker
4/15/2022	0.1	Case meeting with legal team regarding current status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
4/15/2022	0.1	Communication with team re next steps for pre-mediation discovery	\$	550.00	\$	55.00	Paraskevi Batsikas
4/15/2022	0.1	Check court docket for order extending trial date.	\$	260.00	\$	26.00	Tim Hansen
4/15/2022	0.1	Read and review order granting ex parte application to continue trial date.	\$	260.00	\$	26.00	Tim Hansen
4/15/2022	0.2	Docket new trial date and trial related deadlines on firm calendar and update case events list in Asana.	\$	260.00	\$	52.00	Tim Hansen
4/15/2022	0.1	Upload order extending trial date to case file.	\$	260.00	\$	26.00	Tim Hansen
4/25/2022	0.3	Reviewed email from defense counsel re: mediation discovery and document production for mediation	\$	750.00	\$	225.00	Finn Dusenbery
4/27/2022	0.1	Communicate internally regarding pre-mediation data received.	\$	650.00	\$	65.00	Brian Walker

4/27/2022	0.6	Download defendant's document production from file share (.2); and organize and upload said documents to case file (.4).	\$	260.00	\$	156.00	Tim Hansen
4/27/2022	0.2	Discussion with legal team regarding defendant's document production and review of the same.	\$	260.00	\$	52.00	Tim Hansen
4/28/2022	0.1	Review correspondence regarding pre-mediation data.	\$	650.00	\$	65.00	Brian Walker
5/2/2022	0.9	Reviewed Defendant's document production	\$	750.00	\$	675.00	Finn Dusenbery
5/2/2022	0.5	Reviewed Defendant's document production	\$	750.00	\$	375.00	Finn Dusenbery
5/2/2022	0.7	Reviewed Defendant's document production	\$	750.00	\$	525.00	Finn Dusenbery
5/2/2022	0.1	Emailed defense re: discovery	\$	750.00	\$	75.00	Finn Dusenbery
5/3/2022	0.1	Emailed defense re: discovery	\$	750.00	\$	75.00	Finn Dusenbery
5/3/2022	0.1	Read and review emails from OPC regarding our pre-mediation discovery requests.	\$	260.00	\$	26.00	Tim Hansen
5/3/2022	0.1	Emailed defense re: discovery	\$	750.00	\$	75.00	Finn Dusenbery
5/3/2022	0.2	Case meeting with legal team regarding current status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	52.00	Tim Hansen
5/3/2022	0.2	Discuss discovery outstanding internally and the necessity of receiving same given trial date.	\$	650.00	\$	130.00	Brian Walker
5/3/2022	0.1	Additional internal communications related to discovery issues.	\$	650.00	\$	65.00	Brian Walker
5/3/2022	0.1	Call with BW regarding IDC process.	\$	260.00	\$	26.00	Tim Hansen
5/3/2022	0.7	Research San Francisco County local rules regarding informal discovery and procedures.	\$	260.00	\$	182.00	Tim Hansen
5/3/2022	0.1	Call with colleagues re: discovery, case strategy	\$	750.00	\$	75.00	Finn Dusenbery
5/3/2022	0.1	Call with RO re: discovery, motion to compel	\$	750.00	\$	75.00	Finn Dusenbery
5/3/2022	0.8	Preliminary review of pre-mediation discovery to see if time and pay data match.	\$	650.00	\$	520.00	Brian Walker
5/4/2022	1	Continue review of pre-mediation data including time and pay records.	\$	650.00	\$	650.00	Brian Walker
5/4/2022	0.7	Reviewed rules on filing motion to compel, reviewed docket re: whether case was deemed complex	\$	750.00	\$	525.00	Finn Dusenbery
5/5/2022	0.1	Discussion with legal team regarding SF County's discovery motion process.	\$	260.00	\$	26.00	Tim Hansen

5/5/2022	0.3	Reviewed rules on motions to compel, emails with defense re: stay of formal discovery	\$	750.00	\$	225.00	Finn Dusenbery
5/5/2022	1.6	Drafted memo iso motion to compel documents	\$	750.00	\$	1,200.00	Finn Dusenbery
5/5/2022	0.4	Drafted memo iso motion to compel documents	\$	750.00	\$	300.00	Finn Dusenbery
5/6/2022	0.7	Drafted memo iso motion to compel documents	\$	750.00	\$	525.00	Finn Dusenbery
5/6/2022	0.7	Drafted memo iso motion to compel documents	\$	750.00	\$	525.00	Finn Dusenbery
5/6/2022	0.6	Drafted memo iso motion to compel documents	\$	750.00	\$	450.00	Finn Dusenbery
5/9/2022	0.8	Drafted memo iso motion to compel documents	\$	750.00	\$	600.00	Finn Dusenbery
5/10/2022	0.1	Internally communicate regarding trial date and potential mandatory settlement conference.	\$	650.00	\$	65.00	Brian Walker
5/10/2022	0.1	Discussion with BW regarding mandatory settlement conference date.	\$	260.00	\$	26.00	Tim Hansen
5/10/2022	0.1	Discussion with legal team regarding stipulation for mandatory settlement conference date.	\$	260.00	\$	26.00	Tim Hansen
5/12/2022	0.2	Replied to email from defense re: discovery, motion to compel, reviewed discovery from defense	\$	750.00	\$	150.00	Finn Dusenbery
5/12/2022	0.1	Upload defendant's informal document production to case file.	\$	260.00	\$	26.00	Tim Hansen
5/12/2022	2.3	Drafted brief iso motion to compel documents	\$	750.00	\$	1,725.00	Finn Dusenbery
5/13/2022	1.1	Drafted memo iso motion to compel documents and special interrogatories	\$	750.00	\$	825.00	Finn Dusenbery
5/13/2022	0.2	Check case docket in Arias case for trial date (none set) (.1); and discussion with legal team regarding the same (.1).	\$	260.00	\$	52.00	Tim Hansen
5/13/2022	1.1	Drafted memo iso motion to compel documents, special rog responses	\$	750.00	\$	825.00	Finn Dusenbery
5/13/2022	0.1	Discussion with legal team regarding current status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
5/13/2022	1.3	Emailed defense re: discovery and reviewed Defendant's document production and case notes re: claims and what further discovery needed from defense	\$	750.00	\$	975.00	Finn Dusenbery
5/13/2022	0.1	Read and review email from legal team to OPC regarding discovery issues.	\$	260.00	\$	26.00	Tim Hansen

5/13/2022	0.6	Emailed defense re: outstanding discovery	\$	750.00	\$	450.00	Finn Dusenbery
5/16/2022	0.2	Emailed defense re: outstanding discovery	\$	750.00	\$	150.00	Finn Dusenbery
5/16/2022	0.2	Review status of case to ascertain potential required follow up as to data required to formulate mediation demand.	\$	650.00	\$	130.00	Brian Walker
5/16/2022	0.1	Read and review email from OPC regarding possible stipulation for an additional continuance of trial date.	\$	260.00	\$	26.00	Tim Hansen
5/16/2022	0.2	Case meeting with legal team regarding discovery issues.	\$	260.00	\$	52.00	Tim Hansen
5/16/2022	0.3	Internally communicate regarding upcoming trial date and discovery.	\$	650.00	\$	195.00	Brian Walker
5/16/2022	0.1	Review communications regarding discovery to determine status thereof.	\$	650.00	\$	65.00	Brian Walker
5/16/2022	0.3	Call with RO re: discovery, motion to compel	\$	750.00	\$	225.00	Finn Dusenbery
5/16/2022	0.5	Reviewed documents re: what entities employed plaintiff and emailed defense re: outstanding discovery	\$	750.00	\$	375.00	Finn Dusenbery
5/18/2022	0.5	Prepare protective order Re: confidential information.	\$	260.00	\$	130.00	Tim Hansen
5/18/2022	0.2	Check Department 206 to determine if they have a model protective order.	\$	260.00	\$	52.00	Tim Hansen
5/20/2022	0.1	Case meeting with legal team regarding current status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
5/20/2022	0.1	Speak internally regarding upcoming mediation and trial date.	\$	650.00	\$	65.00	Brian Walker
5/26/2022	0.7	Reviewed protective order, emailed defense re: same and motion to compel	\$	750.00	\$	525.00	Finn Dusenbery
5/26/2022	0.2	Reviewed emails with defense re: outstanding discovery and emailed defense re: same	\$	750.00	\$	150.00	Finn Dusenbery
5/27/2022	0.1	Assign task to RO to review and approve protective order for class member contact information.	\$	260.00	\$	26.00	Tim Hansen
5/27/2022	0.1	Case meeting with legal team regarding current status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
5/27/2022	0.1	Internally communicate regarding case status.	\$	650.00	\$	65.00	Brian Walker
5/31/2022	0.2	Review case materials and correspondence regarding pre-mediation data requested.	\$	650.00	\$	130.00	Brian Walker

5/31/2022	0.2	Read and review email from client containing a letter from OPC (.1); and forward said letter to legal team for review (.1).	\$	260.00	\$	52.00	Tim Hansen
5/31/2022	0.1	Listen to voicemail from client requesting call back regarding letter received from OPC.	\$	260.00	\$	26.00	Tim Hansen
5/31/2022	0.1	Follow up with RO regarding status of protective order.	\$	260.00	\$	26.00	Tim Hansen
5/31/2022	0.1	Case meeting with legal team regarding current status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
5/31/2022	0.2	Reviewed emails with defense re: discovery, contact information; reviewed email from Tim Hansen re: defense's letter to putative class members re: contact info	\$	750.00	\$	150.00	Finn Dusenbery
5/31/2022	0.1	Email fully executed protective order to OPC.	\$	260.00	\$	26.00	Tim Hansen
5/31/2022	0.1	Call with client regarding letter she received from OPC and to provide case update and information for the upcoming mediation.	\$	260.00	\$	26.00	Tim Hansen
5/31/2022	0.1	Emailed defense re: discovery, contact information and pay and time records	\$	750.00	\$	75.00	Finn Dusenbery
5/31/2022	0.2	Read and review notice of mandatory settlement conference.	\$	260.00	\$	52.00	Tim Hansen
5/31/2022	0.2	Docket mandatory settlement conference and related deadlines on firm calendar.	\$	260.00	\$	52.00	Tim Hansen
5/31/2022	0.2	Upload notice of mandatory settlement conference to case file (.1); and add settlement officer's contact information to contact list (.1).	\$	260.00	\$	52.00	Tim Hansen
5/31/2022	0.1	Discussion with legal team regarding mandatory settlement conference and related deadlines.	\$	260.00	\$	26.00	Tim Hansen
5/31/2022	0.2	File proposed protective order with the court.	\$	260.00	\$	52.00	Tim Hansen
6/1/2022	0.1	Read and review confirmation of courtesy copy delivery of the protective order.	\$	260.00	\$	26.00	Tim Hansen
6/1/2022	0.1	Emailed defense re: contact information, outstanding discovery	\$	750.00	\$	75.00	Finn Dusenbery
6/2/2022	0.1	Emailed defense re: contact information, outstanding discovery	\$	750.00	\$	75.00	Finn Dusenbery

6/2/2022	0.1	Read and review emails between legal team and OPC regarding status of class member contact information and documents.	\$	260.00	\$	26.00	Tim Hansen
6/3/2022	0.2	Case meeting with legal team regarding mandatory settlement conference and upcoming mediation.	\$	260.00	\$	52.00	Tim Hansen
6/3/2022	0.1	Read and review email from mediator regarding status of defendant's record production.	\$	260.00	\$	26.00	Tim Hansen
6/3/2022	0.1	Call with Andrew Kim at LFJ re: discovery conducted, mediation	\$	750.00	\$	75.00	Finn Dusenbery
6/7/2022	0.3	Draft email to settlement officer regarding adjourning the upcoming settlement conference (.2); and post said email for legal team review (.1).	\$	260.00	\$	78.00	Tim Hansen
6/7/2022	0.1	Email to OPC regarding consenting to an adjournment of the MSC.	\$	260.00	\$	26.00	Tim Hansen
6/7/2022	0.1	Discussion with legal team regarding requesting OPC's consent to adjourn the MSC.	\$	260.00	\$	26.00	Tim Hansen
6/7/2022	0.1	Read and review email from OPC consenting to an adjournment of the MSC.	\$	260.00	\$	26.00	Tim Hansen
6/7/2022	0.1	Email to settlement officer requesting an adjournment of the mandatory settlement conference.	\$	260.00	\$	26.00	Tim Hansen
6/7/2022	0.1	Upload court signed copy of the protective order to case file.	\$	260.00	\$	26.00	Tim Hansen
6/7/2022	0.2	Email court signed copy of the protective order to OPC (.1); and discussion with legal team regarding the same (.1).	\$	260.00	\$	52.00	Tim Hansen
6/7/2022	0.1	Read and review email from settlement officer confirming the adjournment of the MSC.	\$	260.00	\$	26.00	Tim Hansen
6/7/2022	0.1	Remove mandatory settlement conference and related deadlines from firm calendar.	\$	260.00	\$	26.00	Tim Hansen
6/9/2022	0.1	Emailed defense re: outstanding discovery	\$	750.00	\$	75.00	Finn Dusenbery
6/9/2022	0.1	Review correspondence for status of pre-mediation discovery data request.	\$	650.00	\$	65.00	Brian Walker
6/9/2022	0.1	Emailed defense re: outstanding discovery	\$	750.00	\$	75.00	Finn Dusenbery
6/10/2022	0.1	Read response email from OPC providing status on class list and related data for mediation.	\$	260.00	\$	26.00	Tim Hansen

6/10/2022	0.1	Case meeting with legal team regarding current status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
6/10/2022	0.1	Communicate internally regarding mediation data requested and status of same.	\$	650.00	\$	65.00	Brian Walker
6/13/2022	0.1	Emailed Defendant re: contact information of putative class members	\$	750.00	\$	75.00	Finn Dusenbery
6/13/2022	0.1	Read and review email from legal team to OPC regarding missing contact information for class members.	\$	260.00	\$	26.00	Tim Hansen
6/17/2022	0.1	Emailed defense re: contact list	\$	750.00	\$	75.00	Finn Dusenbery
6/17/2022	0.1	Case meeting with legal team regarding current status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
6/22/2022	0.1	Emailed defense re: outstanding discovery, contact info of putative class members	\$	750.00	\$	75.00	Finn Dusenbery
6/23/2022	0.2	Review class list provided by OPC (.1); and discussion with legal team regarding calling campaign (.1).	\$	260.00	\$	52.00	Tim Hansen
6/23/2022	0.4	Prepare calling campaign script.	\$	260.00	\$	104.00	Tim Hansen
6/23/2022	0.2	Reviewed/revised script for calling campaign	\$	750.00	\$	150.00	Finn Dusenbery
6/23/2022	0.3	Review/revise call script RE contacting employees for further investigation.	\$	650.00	\$	195.00	Brian Walker
6/23/2022	0.2	Call with BW regarding changes to call campaign script.	\$	260.00	\$	52.00	Tim Hansen
6/23/2022	0.1	Review FD's revisions to calling campaign script.	\$	260.00	\$	26.00	Tim Hansen
6/23/2022	0.2	Discussion with legal team regarding complex case designation.	\$	260.00	\$	52.00	Tim Hansen
6/23/2022	0.5	Research procedure and rules for deeming case complex in SF Superior Court (.4); and discussion with legal team regarding the same (.1).	\$	260.00	\$	130.00	Tim Hansen
6/23/2022	0.8	Prepare notice and application and application to deem case complex.	\$	260.00	\$	208.00	Tim Hansen
6/26/2022	0.7	Reviewed/revised notice of motion for complex designation, reviewed templates for memo and declaration for same motion, messaged RO and Tim Hansen re: same	\$	750.00	\$	525.00	Finn Dusenbery
6/27/2022	3	Prepare memorandum of points and authorities ISO application to deem case complex (2.0); prepare declaration (.8); and finalize notice of application (.2).	\$	260.00	\$	780.00	Tim Hansen

6/28/2022	0.7	Reviewed/revised memo for complex designation	\$	750.00	\$	525.00	Finn Dusenbery
6/28/2022	1	Reviewed/revised memo and declaration re: application to designate case complex and call with Tim Hansen re: same	\$	750.00	\$	750.00	Finn Dusenbery
6/28/2022	0.1	Call with FD regarding revisions to joint application.	\$	260.00	\$	26.00	Tim Hansen
6/28/2022	0.7	Made further revisions to joint application, memo, and declaration per FD's instructions.	\$	260.00	\$	182.00	Tim Hansen
6/28/2022	0.1	Reviewed papers for filing app to designate case complex	\$	750.00	\$	75.00	Finn Dusenbery
6/28/2022	0.2	Email to OPC requesting to join the application to deem case complex and send drafts of the application and memo to OPC for review.	\$	260.00	\$	52.00	Tim Hansen
6/29/2022	0.1	Follow-up email to OPC regarding her consent to file the joint application deeming the case complex.	\$	260.00	\$	26.00	Tim Hansen
6/30/2022	0.1	Read and review email from OPC regarding non-agreement to deem case complex.	\$	260.00	\$	26.00	Tim Hansen
6/30/2022	0.2	Reviewed/revised papers for app to designate case complex and messaged Tim Hansen re: filing same	\$	750.00	\$	150.00	Finn Dusenbery
6/30/2022	0.1	Email to department 304 to obtain hearing date for complex designation application.	\$	260.00	\$	26.00	Tim Hansen
6/30/2022	0.3	Call to department 304 regarding process for filing complex application.	\$	260.00	\$	78.00	Tim Hansen
6/30/2022	0.2	Prepare proposed order.	\$	260.00	\$	52.00	Tim Hansen
6/30/2022	0.1	Reviewed proposed order for motion to designate case complex	\$	750.00	\$	75.00	Finn Dusenbery
6/30/2022	0.1	File complex case designation and supporting documents with the court.	\$	260.00	\$	26.00	Tim Hansen
6/30/2022	0.2	Email and snail-mail complex case designation application and supporting documents to OPC.	\$	260.00	\$	52.00	Tim Hansen
7/1/2022	0.1	Case meeting with legal team regarding current status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
7/1/2022	0.1	Internal communications regarding status of case and moving to deem case complex.	\$	650.00	\$	65.00	Brian Walker
7/5/2022	0.1	Call with Tim Hansen re: whether court ruled on application to designate case complex	\$	750.00	\$	75.00	Finn Dusenbery

7/5/2022	0.1	Call with FD regarding status of complex case designation application.	\$	260.00	\$	26.00	Tim Hansen
7/5/2022	0.1	Check case docket regarding status of application to deem case complex.	\$	260.00	\$	26.00	Tim Hansen
7/5/2022	0.1	Emailed defense re: documents for mediation	\$	750.00	\$	75.00	Finn Dusenbery
7/7/2022	0.1	Read and review response email from OPC regarding status of additional class data.	\$	260.00	\$	26.00	Tim Hansen
7/8/2022	0.1	Communicate internally regarding upcoming mediation.	\$	650.00	\$	65.00	Brian Walker
7/8/2022	0.1	Case meeting with legal team regarding current status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
7/8/2022	0.1	Weekly case docket search to track current status of case, recent orders, and filings.	\$	260.00	\$	26.00	Tim Hansen
7/11/2022	0.2	Emailed defense re: pre-mediation discovery and messaged Brian and Tim re: calling campaign	\$	750.00	\$	150.00	Finn Dusenbery
7/12/2022	0.3	Review call script for potential calls in support of class cert motion.	\$	650.00	\$	195.00	Brian Walker
7/12/2022	0.5	Review materials in preparation of calls to other class members.	\$	650.00	\$	325.00	Brian Walker
7/12/2022	1.6	Call class members for potential information in support of class cert motion.	\$	650.00	\$	1,040.00	Brian Walker
7/13/2022	0.6	Review case materials for further investigation of class members and potential violations experienced.	\$	650.00	\$	390.00	Brian Walker
7/13/2022	0.3	Reviewed survey results of class members, messages with Brian Walker re: same	\$	750.00	\$	225.00	Finn Dusenbery
7/13/2022	0.1	Emailed defense re: pre-mediation document discovery	\$	750.00	\$	75.00	Finn Dusenbery
7/13/2022	0.1	Continue communications with potential class members for investigation.	\$	650.00	\$	65.00	Brian Walker
7/13/2022	0.1	Emailed defense re: docs for mediation	\$	750.00	\$	75.00	Finn Dusenbery
7/14/2022	0.1	Discussion with legal team regarding deadline to cancel mediation.	\$	260.00	\$	26.00	Tim Hansen
7/14/2022	0.6	Continue contacting potential class members for further investigation.	\$	650.00	\$	390.00	Brian Walker
7/14/2022	0.2	Read and review emails between plaintiffs' counsel and OPC regarding pre-mediation production deadline and extension of deadline to cancel mediation.	\$	260.00	\$	52.00	Tim Hansen

7/14/2022	0.1	Docket new deadline to cancel mediation on firm calendar.	\$	260.00	\$	26.00	Tim Hansen
7/15/2022	0.1	Weekly docket search to track case filings and recent orders from the court.	\$	260.00	\$	26.00	Tim Hansen
7/18/2022	0.2	Call with BW regarding status of calling campaign.	\$	260.00	\$	52.00	Tim Hansen
7/18/2022	0.1	Communicate (internally) regarding call campaign.	\$	650.00	\$	65.00	Brian Walker
7/18/2022	2.8	Calls to 50+ class members to investigate claims.	\$	260.00	\$	728.00	Tim Hansen
7/18/2022	0.1	Discussion with legal team regarding status of calling campaign.	\$	260.00	\$	26.00	Tim Hansen
7/18/2022	0.1	Communicate (within Firm) regarding status of calling campaign.	\$	650.00	\$	65.00	Brian Walker
7/18/2022	0.1	Emailed defense re: supplemental production	\$	750.00	\$	75.00	Finn Dusenbery
7/18/2022	0.4	Reviewed supplemental discovery for mediation from defense, data from defense for mediation, messaged RO re: same	\$	750.00	\$	300.00	Finn Dusenbery
7/18/2022	0.2	Download and upload defendant's supplemental production to case file.	\$	260.00	\$	52.00	Tim Hansen
7/18/2022	0.3	Review defendant's supplemental document production.	\$	260.00	\$	78.00	Tim Hansen
7/18/2022	0.1	Discussion with legal team regarding defendant's supplemental production and status of complex case designation.	\$	260.00	\$	26.00	Tim Hansen
7/18/2022	0.1	Email to complex litigation department regarding status of complex case designation.	\$	260.00	\$	26.00	Tim Hansen
7/18/2022	0.1	Call with Andrew Kim at LFJ re: whether to proceed with mediation	\$	750.00	\$	75.00	Finn Dusenbery
7/18/2022	0.1	Read and review response email from complex department regarding status of complex designation application.	\$	260.00	\$	26.00	Tim Hansen
7/19/2022	0.1	Upload filed stamped copies of application to designate case as complex and supporting documents to case file.	\$	260.00	\$	26.00	Tim Hansen
7/19/2022	0.1	Discussion with legal team regarding clerk's acceptance of complex case application.	\$	260.00	\$	26.00	Tim Hansen
7/19/2022	0.2	Review spreadsheet of callers and related investigation of same to continue investigation of current and former employees.	\$	650.00	\$	130.00	Brian Walker

7/20/2022	0.2	Continue review of case materials related to calling campaign for further investigation.	\$	650.00	\$	130.00	Brian Walker
7/20/2022	0.1	Continue review of current and former employee information for investigative call campaign.	\$	650.00	\$	65.00	Brian Walker
7/20/2022	0.1	Discussion with legal team regarding updated calling campaign spreadsheet.	\$	260.00	\$	26.00	Tim Hansen
7/20/2022	0.2	Internally communicate RE status of call campaign for further investigation.	\$	650.00	\$	130.00	Brian Walker
7/20/2022	2	Continue class member calling campaign.	\$	260.00	\$	520.00	Tim Hansen
7/20/2022	0.1	Check case docket regarding status of complex case application.	\$	260.00	\$	26.00	Tim Hansen
7/20/2022	0.1	Email to Department 304 to confirm their receipt of courtesy copies for the complex application.	\$	260.00	\$	26.00	Tim Hansen
7/21/2022	0.3	Case meeting with legal team regarding current status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	78.00	Tim Hansen
7/21/2022	0.2	Additional internal communications regarding calling campaign.	\$	650.00	\$	130.00	Brian Walker
7/21/2022	0.1	Listen to Voicemail from M. Cruz, former employee of Defendant, regarding further investigation.	\$	650.00	\$	65.00	Brian Walker
7/22/2022	0.2	Continue review of call list given missed call to ascertain caller.	\$	650.00	\$	130.00	Brian Walker
7/22/2022	0.1	Check case docket regarding status of complex designation application.	\$	260.00	\$	26.00	Tim Hansen
7/23/2022	0.7	Continue processing production (circa 150,000 pages of time and pay records) for continued analysis of same.	\$	650.00	\$	455.00	Brian Walker
7/24/2022	0.1	Reviewed intake of one putative class member	\$	750.00	\$	75.00	Finn Dusenbery
7/24/2022	0.4	Reviewed interview notes of putative class members	\$	750.00	\$	300.00	Finn Dusenbery
7/24/2022	2.4	Reviewed Defendant's pay and time records, made notes of violations, reviewed handbooks re: rounding policy, wage, meal and rest period policies, reviewed emails from defense re: document production, reviewed Donohue case re: rounding policy for meal periods	\$	750.00	\$	1,800.00	Finn Dusenbery
7/25/2022	0.9	Reviewed Defendant's pay and time records	\$	750.00	\$	675.00	Finn Dusenbery
7/25/2022	0.1	Discussion with legal team regarding moving for class certification.	\$	260.00	\$	26.00	Tim Hansen

		Reviewed Defendant's pay and time records, made notes of violations and				
7/25/2022	0.6	messed RO, BW and TH re: same	\$	750.00	\$	450.00 Finn Dusenbery
7/25/2022	0.1	Upload call intakes to case file.	\$	260.00	\$	26.00 Tim Hansen
		Continue calling campaign to an additional 15 class members and an additional 10				
7/25/2022	2	follow calls to previous attempts.	\$	260.00	\$	520.00 Tim Hansen
7/26/2022	3.5	Review time and pay records for additional violations.	\$	650.00	\$	2,275.00 Brian Walker
7/26/2022	0.2	Research related to legality of time practices.	\$	650.00	\$	130.00 Brian Walker
7/26/2022	0.1	Call with Brian Walker re: sampling documents for class cert	\$	750.00	\$	75.00 Finn Dusenbery
7/26/2022	0.1	Communicate within Firm with Finn Dusenbury regarding time violations.	\$	650.00	\$	65.00 Brian Walker
7/27/2022	4.4	Continue review of numerous time and pay records for sampling of violations.	\$	650.00	\$	2,860.00 Brian Walker
7/27/2022	0.1	Call with B. Walker regarding status of calling campaign.	\$	260.00	\$	26.00 Tim Hansen
7/27/2022	0.2	Communicate internally with Timothy Hansen RE calling campaign and status thereof.	\$	650.00	\$	130.00 Brian Walker
7/27/2022	0.1	Messed Brian Walker re: sample size of pay and time records for mediation brief	\$	750.00	\$	75.00 Finn Dusenbery
7/27/2022	1.4	Additional detailed review of time records provided by defense for various violations and sampling of same (in part for case valuation and mediation purposes).	\$	650.00	\$	910.00 Brian Walker
7/27/2022	0.1	Discussion with legal team regarding client's attendance at mediation.	\$	260.00	\$	26.00 Tim Hansen
7/27/2022	0.1	Response email to client regarding status of upcoming mediation.	\$	260.00	\$	26.00 Tim Hansen
7/28/2022	6.6	Continue detailed review of time records produced by defense to highlight and sample violations.	\$	650.00	\$	4,290.00 Brian Walker
7/28/2022	0.2	Reviewed Brian Walker's analysis of time records	\$	750.00	\$	150.00 Finn Dusenbery
7/28/2022	2.8	Continue calling campaign to 50+ class members, including follow up calls to previously contacted individuals.	\$	260.00	\$	728.00 Tim Hansen
7/28/2022	0.2	Communicate internally with Timothy Hansen regarding status of calling campaign prior to mediation.	\$	650.00	\$	130.00 Brian Walker

7/29/2022	5.4	More additional detailed review of voluminous time and pay records for violations and sampling thereof.	\$	650.00	\$	3,510.00	Brian Walker
7/29/2022	0.1	Reviewed Brian Walker's highlighting of wage/hour violations in records	\$	750.00	\$	75.00	Finn Dusenbery
7/29/2022	0.3	Reviewed Brian Walker's highlights of wage/hour violations in class-wide records and call with Walker re: same and organizing sample of violations for mediation brief	\$	750.00	\$	225.00	Finn Dusenbery
7/29/2022	0.2	Communicate within firm with Finn Dusenbury regarding employee violation sampling.	\$	650.00	\$	130.00	Brian Walker
7/29/2022	0.1	Reviewed Brian Walker's highlighting of wage/hour violations in class-wide records and messaged him re: same, presenting same in mediation	\$	750.00	\$	75.00	Finn Dusenbery
7/29/2022	0.3	Communicate with former employee Minkyu Park for further investigation and notate same.	\$	650.00	\$	195.00	Brian Walker
8/1/2022	0.7	Additional review of pay records to prepare additional sample employee with break violations accentuated.	\$	650.00	\$	455.00	Brian Walker
8/1/2022	0.1	Listen to voicemail from prior employee of Almavia regarding further investigation.	\$	650.00	\$	65.00	Brian Walker
8/1/2022	0.1	Weekly case docket search to track status of case including orders from the court.	\$	260.00	\$	26.00	Tim Hansen
8/2/2022	1.5	Reviewed Brian Walker's samples of pay and time records showing violations and made notes	\$	750.00	\$	1,125.00	Finn Dusenbery
8/2/2022	0.5	Additional review of production from defense for relevant to meal break violations.	\$	650.00	\$	325.00	Brian Walker
8/2/2022	0.8	Complete calling campaign to remaining class members.	\$	260.00	\$	208.00	Tim Hansen
8/2/2022	0.3	Further follow up attempts to class members regarding investigating claims.	\$	260.00	\$	78.00	Tim Hansen
8/2/2022	0.1	Discussion with legal team regarding status of calling campaign.	\$	260.00	\$	26.00	Tim Hansen
8/2/2022	0.1	Listen to voicemail from caller regarding further investigation of claims.	\$	650.00	\$	65.00	Brian Walker
8/2/2022	0.1	Check case docket regarding status of complex case application.	\$	260.00	\$	26.00	Tim Hansen

8/2/2022	0.1	Follow-up email to complex department regarding status of application to deem case complex.	\$	260.00	\$	26.00	Tim Hansen
8/3/2022	0.1	Listen to additional voicemail from former defendant employee regarding further investigation.	\$	650.00	\$	65.00	Brian Walker
8/3/2022	0.1	Review status of calling campaign to strategize as to additional steps needed for same.	\$	650.00	\$	65.00	Brian Walker
8/3/2022	0.1	Review previous voicemail from previous employee that worked at Almavia for further investigation.	\$	650.00	\$	65.00	Brian Walker
8/3/2022	0.5	Continue review of violations and continue creating sample thereof.	\$	650.00	\$	325.00	Brian Walker
8/3/2022	0.3	Review materials for callers who wish to speak with us for further investigation and listen to voicemail from former employee Carmen Santilices and attempt call back and leave voicemail; listen to second VM RE same.	\$	650.00	\$	195.00	Brian Walker
8/3/2022	0.1	Discussion with B. Walker regarding calling campaign call intake forms and status of calling campaign.	\$	260.00	\$	26.00	Tim Hansen
8/3/2022	0.2	Communicate internally with Timothy Hansen regarding calling campaign in advance of mediation.	\$	650.00	\$	130.00	Brian Walker
8/3/2022	0.1	Read and review response email from complex department regarding status of application to deem case complex.	\$	260.00	\$	26.00	Tim Hansen
8/3/2022	0.3	Review data gathered from former employee for investigation and input into intake.	\$	650.00	\$	195.00	Brian Walker
8/3/2022	0.8	Reviewed notes of interviews with putative class members	\$	750.00	\$	600.00	Finn Dusenbery
8/3/2022	0.1	Provide link to calling campaign intakes to legal team.	\$	260.00	\$	26.00	Tim Hansen
8/3/2022	0.5	Communicate with Carmencita Santelices, current employee of Almavia San Francisco, and notate same.	\$	650.00	\$	325.00	Brian Walker
8/3/2022	0.1	Additional review of materials related to calling campaign intake and internal communications regarding same.	\$	650.00	\$	65.00	Brian Walker
8/3/2022	0.6	Reviewed interviews of witnesses, putative class members	\$	750.00	\$	450.00	Finn Dusenbery
8/3/2022	0.3	Communicate with Stanislaw Sojka regarding experience at Almavia for further investigation.	\$	650.00	\$	195.00	Brian Walker

8/3/2022	0.4	Notation of call with former employee of Almavia S. Sojka for further investigation and internal communications RE same.	\$	650.00	\$	260.00	Brian Walker
8/3/2022	0.1	Additional internal communications regarding further investigation call campaign.	\$	650.00	\$	65.00	Brian Walker
8/3/2022	0.1	Discussion with legal team regarding status of mediation brief.	\$	260.00	\$	26.00	Tim Hansen
8/3/2022	0.2	Read and review court's order granting complex designation.	\$	260.00	\$	52.00	Tim Hansen
8/3/2022	0.1	Upload order granting complex designation to case file.	\$	260.00	\$	26.00	Tim Hansen
8/3/2022	0.2	Docket new CMC deadlines per court's 8/3/22 order to firm calendar.	\$	260.00	\$	52.00	Tim Hansen
8/3/2022	0.1	Update master case list to reflect current status of case.	\$	260.00	\$	26.00	Tim Hansen
8/4/2022	1.8	Reviewed Defendants' document production, drafted mediation statement	\$	750.00	\$	1,350.00	Finn Dusenbery
8/4/2022	0.2	Read and review email from mediator's office regarding containing Zoom link for mediation and requesting a list of attendees (.1); and discussion with legal team regarding the same (.1).	\$	260.00	\$	52.00	Tim Hansen
8/4/2022	0.1	Docket mediation Zoom link on firm calendar.	\$	260.00	\$	26.00	Tim Hansen
8/4/2022	1	Drafted mediation statement	\$	750.00	\$	750.00	Finn Dusenbery
8/4/2022	0.1	Call with FD regarding status of mediation brief and mediator's preference for sending said brief in advance of mediation.	\$	260.00	\$	26.00	Tim Hansen
8/4/2022	1.2	Drafted mediation brief	\$	750.00	\$	900.00	Finn Dusenbery
8/5/2022	0.3	Drafted mediation brief	\$	750.00	\$	225.00	Finn Dusenbery
8/5/2022	1.4	Reviewed class lists, Defendants' document production, drafted mediation statement, calls with Tim Hansen re: class lists and whether overlap, call with Brian Walker re: examples of violations at different locations, called and emailed co-counsel re: mediation data	\$	750.00	\$	1,050.00	Finn Dusenbery
8/5/2022	0.3	Compare both class lists provided by OPC to determine if there are duplicative class members.	\$	260.00	\$	78.00	Tim Hansen
8/5/2022	0.1	Call with FD regarding Almavia class lists.	\$	260.00	\$	26.00	Tim Hansen
8/5/2022	1.9	Drafted mediation brief	\$	750.00	\$	1,425.00	Finn Dusenbery

8/5/2022	0.2	Communicate internally with F. Dusenbury regarding sample employee violations.	\$	650.00	\$	130.00	Brian Walker
8/5/2022	0.1	Discussion with legal team regarding class member interviews.	\$	260.00	\$	26.00	Tim Hansen
8/5/2022	0.5	Additional review and analysis of payroll data and employee samples for mediation statement and mediation.	\$	650.00	\$	325.00	Brian Walker
8/5/2022	1.1	Drafted mediation statement	\$	750.00	\$	825.00	Finn Dusenbery
8/5/2022	0.1	Call with B. Walker regarding sample violations that will be used as exhibits to the mediation brief.	\$	260.00	\$	26.00	Tim Hansen
8/5/2022	0.1	Communicate internally on phone with Timothy Hansen Re sample violations for mediation statement exhibit.	\$	650.00	\$	65.00	Brian Walker
8/5/2022	0.3	Prepare and organize exhibits for mediation brief.	\$	260.00	\$	78.00	Tim Hansen
8/7/2022	0.9	Drafted mediation brief	\$	750.00	\$	675.00	Finn Dusenbery
8/7/2022	1.7	Drafted mediation statement	\$	750.00	\$	1,275.00	Finn Dusenbery
8/7/2022	0.8	Drafted mediation statement	\$	750.00	\$	600.00	Finn Dusenbery
8/7/2022	0.4	Drafted mediation brief	\$	750.00	\$	300.00	Finn Dusenbery
8/7/2022	1.3	Drafted mediation statement	\$	750.00	\$	975.00	Finn Dusenbery
8/7/2022	1.1	Drafted mediation statement	\$	750.00	\$	825.00	Finn Dusenbery
8/7/2022	0.8	Drafted mediation statement, emailed defense and co-counsel re: mediation data	\$	750.00	\$	600.00	Finn Dusenbery
8/8/2022	1	Continue review and analysis of time and pay records and continue preparing samples of violations from same.	\$	650.00	\$	650.00	Brian Walker
8/8/2022	0.1	Texted client re: attending mediation	\$	750.00	\$	75.00	Finn Dusenbery
8/8/2022	0.2	Call with Brian Walker re: payroll data and whether penalties show in it	\$	750.00	\$	150.00	Finn Dusenbery
8/8/2022	0.2	Internally communicate with F. Dusenbury regarding pre-mediation data, specifically payroll data for analysis of violations.	\$	650.00	\$	130.00	Brian Walker
8/8/2022	0.5	Reviewed mediation statement and messaged with Brian Walker and Tim Hansen re: putting exhibits together	\$	750.00	\$	375.00	Finn Dusenbery
8/8/2022	2.1	Review mediation statement and prepare exhibits for same.	\$	650.00	\$	1,365.00	Brian Walker
8/8/2022	0.1	Messaged Brian Walker re: pulling exhibits for mediation statement	\$	750.00	\$	75.00	Finn Dusenbery
8/8/2022	0.3	Call with Brian Walker re: putting together, organizing exhibits for mediation statement and emailed mediation statement to Mark Rudy	\$	750.00	\$	225.00	Finn Dusenbery

8/8/2022	0.2	Additional internal communications with Finn Dusenbury regarding mediation statement.	\$	650.00	\$	130.00	Brian Walker
8/8/2022	0.1	Discussion with legal team regarding password for personnel file documents.	\$	260.00	\$	26.00	Tim Hansen
8/8/2022	0.1	Listen to voicemail from Patrice Wiley regarding further investigation.	\$	650.00	\$	65.00	Brian Walker
8/8/2022	0.1	Review correspondence to and from co-counsel and internal correspondence for case strategy.	\$	650.00	\$	65.00	Brian Walker
8/8/2022	0.1	Call with RO re: whether to gather declarations before mediation	\$	750.00	\$	75.00	Finn Dusenbery
8/8/2022	0.2	Reviewed mediation statement with exhibits, messaged BW re: adding to one exhibit and sending statement and exhibits to mediator Rudy	\$	750.00	\$	150.00	Finn Dusenbery
8/8/2022	0.3	Additional revisions to mediation statement exhibits and draft email to mediator with statement and exhibits.	\$	650.00	\$	195.00	Brian Walker
8/8/2022	0.1	Send list of attendees to mediator.	\$	260.00	\$	26.00	Tim Hansen
8/8/2022	0.1	Email mediation information and Zoom link to client for the 8/11/22 mediation.	\$	260.00	\$	26.00	Tim Hansen
8/8/2022	0.1	Send mediation confidentiality agreement to client for signature.	\$	260.00	\$	26.00	Tim Hansen
8/9/2022	0.2	Call with client re: mediation	\$	750.00	\$	150.00	Finn Dusenbery
8/9/2022	0.9	Drafted damage estimate	\$	750.00	\$	675.00	Finn Dusenbery
8/10/2022	0.1	Review class wide damage estimate.	\$	650.00	\$	65.00	Brian Walker
8/10/2022	0.1	Send signed confidentiality agreement to mediator.	\$	260.00	\$	26.00	Tim Hansen
8/10/2022	0.1	Upload signed confidentiality agreement and mediation statement to case file.	\$	260.00	\$	26.00	Tim Hansen
8/10/2022	1	Reviewed/revised damage estimate, call with Tim Hansen re: class-wide documents received	\$	750.00	\$	750.00	Finn Dusenbery
8/10/2022	0.2	Call with FD regarding time data provided by OPC.	\$	260.00	\$	52.00	Tim Hansen
8/10/2022	0.1	Review damage estimate prepared by legal team in advance of mediation.	\$	260.00	\$	26.00	Tim Hansen
8/10/2022	0.4	Call with Justin Lo re: mediation	\$	750.00	\$	300.00	Finn Dusenbery
8/10/2022	0.1	Called and left message with Arias counsel	\$	750.00	\$	75.00	Finn Dusenbery
8/10/2022	1.2	Reviewed emails re: mediation, data and document production, supplemental data and document production, reviewed pleadings in Ballesteros and Arias	\$	750.00	\$	900.00	Finn Dusenbery
8/11/2022	1	Reviewed/revised damage chart	\$	750.00	\$	750.00	Finn Dusenbery

		Call with RO re: damage analysis,				
8/11/2022	0.1	mediation	\$	750.00	\$ 75.00	Finn Dusenbery
8/11/2022	1.5	Attended mediation	\$	750.00	\$ 1,125.00	Finn Dusenbery
		Read and review revised damage chart for				
8/11/2022	0.1	mediation.	\$	260.00	\$ 26.00	Tim Hansen
		Organization of case file to ensure all				
		documents are contained within the				
8/11/2022	0.2	proper folders.	\$	260.00	\$ 52.00	Tim Hansen
8/11/2022	0.6	Attended mediation	\$	750.00	\$ 450.00	Finn Dusenbery
8/11/2022	1.1	Attended mediation	\$	750.00	\$ 825.00	Finn Dusenbery
8/11/2022	0.6	Attended mediation	\$	750.00	\$ 450.00	Finn Dusenbery
8/12/2022	0.1	Call with Ballesteros re: mediation	\$	750.00	\$ 75.00	Finn Dusenbery
		Discussion with legal team regarding				
8/12/2022	0.1	court's order designating case as complex.	\$	260.00	\$ 26.00	Tim Hansen
		Weekly docket search to determine				
		current status of case and to check for				
8/12/2022	0.1	recent orders from the court.	\$	260.00	\$ 26.00	Tim Hansen
		Reviewed emails re: motion to compel				
		deadline, messaged with Tim re: same,				
8/16/2022	0.9	call with Tim re: same	\$	750.00	\$ 675.00	Finn Dusenbery
		Call with FD regarding current status of				
8/16/2022	0.1	case and strategy for moving forward.	\$	260.00	\$ 26.00	Tim Hansen
8/16/2022	1.1	Prepare joint CMC statement.	\$	260.00	\$ 286.00	Tim Hansen
8/16/2022	0.1	Upload draft CMC statement to case file.	\$	260.00	\$ 26.00	Tim Hansen
		Read and review Department 304's rules				
8/16/2022	0.2	and procedures.	\$	260.00	\$ 52.00	Tim Hansen
		Upload Department 304's rules and				
8/16/2022	0.1	procedures to case file.	\$	260.00	\$ 26.00	Tim Hansen
		Discussion with legal team regarding				
		motion to compel procedures and related				
8/16/2022	0.2	issues.	\$	260.00	\$ 52.00	Tim Hansen
		Review case docket for upcoming hearings				
8/19/2022	0.1	and recent orders from the court.	\$	260.00	\$ 26.00	Tim Hansen
		Discussion with FD regarding status of				
8/22/2022	0.1	joint CMC statement.	\$	260.00	\$ 26.00	Tim Hansen
8/22/2022	0.3	Reviewed/revised joint CMC statement	\$	750.00	\$ 225.00	Finn Dusenbery
		Review FD's revisions to joint CMC				
8/22/2022	0.2	statement and prepare for sending to OPC.	\$	260.00	\$ 52.00	Tim Hansen
		Email joint CMC statement to OPC for				
8/22/2022	0.1	review and signature.	\$	260.00	\$ 26.00	Tim Hansen
		Follow up email to OPC regarding joint				
8/23/2022	0.1	CMC statement.	\$	260.00	\$ 26.00	Tim Hansen
		Read and review OPC's redline changes to				
8/23/2022	0.2	joint CMC statement.	\$	260.00	\$ 52.00	Tim Hansen

8/23/2022	0.1	Send final version of joint CMC statement to OPC for signature.	\$	260.00	\$	26.00	Tim Hansen
8/23/2022	0.2	Email to complex department requesting Zoom link for up coming case management conference.	\$	260.00	\$	52.00	Tim Hansen
8/24/2022	0.2	Prepare proof of service for joint CMC statement.	\$	260.00	\$	52.00	Tim Hansen
8/24/2022	0.1	Finalize and prepare joint CMC statement for filing with the court.	\$	260.00	\$	26.00	Tim Hansen
8/24/2022	0.1	File joint CMC statement with the court.	\$	260.00	\$	26.00	Tim Hansen
8/24/2022	0.1	Email joint CMC statement to OPC.	\$	260.00	\$	26.00	Tim Hansen
8/25/2022	0.1	Upload joint CMC statement to case file.	\$	260.00	\$	26.00	Tim Hansen
8/25/2022	0.1	Weekly docket review to check status of case, monitor for recent filings, and updates from court.	\$	260.00	\$	26.00	Tim Hansen
8/29/2022	0.1	Email to Department 23 requesting Zoom link for CMC.	\$	260.00	\$	26.00	Tim Hansen
8/29/2022	0.1	Check docket for tentative ruling regarding upcoming CMC.	\$	260.00	\$	26.00	Tim Hansen
8/30/2022	0.1	Obtain Zoom link from court for upcoming case management conference.	\$	260.00	\$	26.00	Tim Hansen
8/30/2022	0.2	Messaged RO re: case status	\$	750.00	\$	150.00	Finn Dusenbery
8/30/2022	0.1	Discussion with legal team regarding status of case and upcoming CMC.	\$	260.00	\$	26.00	Tim Hansen
8/30/2022	0.1	Check case docket for tentative ruling regarding complex CMC.	\$	260.00	\$	26.00	Tim Hansen
8/30/2022	0.1	Discussion with legal team regarding status of tentative rulings in Department 304.	\$	260.00	\$	26.00	Tim Hansen
8/31/2022	0.3	Reviewed discovery from defendants, messaged RO re: CMC, further discovery	\$	750.00	\$	225.00	Finn Dusenbery
8/31/2022	2.1	Prep for and attend CMC. CALL with Tim and Finn post CMC for next steps.	\$	850.00	\$	1,785.00	Robert Ottinger
8/31/2022	0.1	Call with RO re: petition for coordination with Aguilar and Arias case	\$	750.00	\$	75.00	Finn Dusenbery
8/31/2022	0.2	Call with RO re: petition to coordinate and messaged RO re: other cases	\$	750.00	\$	150.00	Finn Dusenbery
8/31/2022	0.3	Call with RO and Tim Hansen re: CMC, asking defense for financials	\$	750.00	\$	225.00	Finn Dusenbery
8/31/2022	0.3	Case meeting with legal team regarding status of case and strategy for moving forward.	\$	260.00	\$	78.00	Tim Hansen
8/31/2022	0.1	Docket new CMC and related deadlines on firm calendar.	\$	260.00	\$	26.00	Tim Hansen

		Re-file joint CMC statement via File &				
8/31/2022	0.1	ServeXpress per the court's orders.	\$	260.00	\$	26.00 Tim Hansen
8/31/2022	0.1	Emailed defense re: financials	\$	750.00	\$	75.00 Finn Dusenbery
		Read email from legal team to OPC				
		requesting financial information and				
8/31/2022	0.1	documents.	\$	260.00	\$	26.00 Tim Hansen
		Research process and procedures for				
8/31/2022	0.6	coordinating civil cases.	\$	260.00	\$	156.00 Tim Hansen
		Read and review the court's 8/31/22 CMC				
8/31/2022	0.1	order.	\$	260.00	\$	26.00 Tim Hansen
		Upload the court's 8/31/22 CMC order to				
8/31/2022	0.1	case file.	\$	260.00	\$	26.00 Tim Hansen
		Assign task to prepare joint CMC				
		statement in advance of the 12/12/22				
8/31/2022	0.1	CMC.	\$	260.00	\$	26.00 Tim Hansen
		Emailed defense re: financials for AlmaVia,				
9/1/2022	0.1	Elder Care	\$	750.00	\$	75.00 Finn Dusenbery
		9/2/2022 0.1 Emailed and called defense re: financials	\$	750.00	\$	75.00 Finn Dusenbery
		Read email from OPC regarding status of				
9/2/2022	0.1	financial data production.	\$	260.00	\$	26.00 Tim Hansen
		Weekly case docket review to ensure case				
		is proceeding as scheduled and to				
		determine if the court has issued recent				
9/2/2022	0.1	orders.	\$	260.00	\$	26.00 Tim Hansen
		Update master case list to indicate current				
9/6/2022	0.1	status of case and upcoming deadlines.	\$	260.00	\$	26.00 Tim Hansen
		Emailed counsel for Arias re: phone call on				
9/7/2022	0.1	status of case	\$	750.00	\$	75.00 Finn Dusenbery
		Called, left message, and emailed Arias				
9/7/2022	0.2	lawyer re: status of case	\$	750.00	\$	150.00 Finn Dusenbery
		Call with Travis Maher re: case strategy,				
9/7/2022	0.2	failed mediation	\$	750.00	\$	150.00 Finn Dusenbery
		Discussion with legal team regarding				
9/8/2022	0.1	scheduling PMK deposition.	\$	260.00	\$	26.00 Tim Hansen
		Review defendant's balance sheets and				
9/9/2022	0.2	income statements.	\$	260.00	\$	52.00 Tim Hansen
		Read and review email from OPC providing				
		defendant's balance sheets and income				
9/9/2022	0.1	statements.	\$	260.00	\$	26.00 Tim Hansen
		Upload defendant's balance sheets and				
9/9/2022	0.1	income statements to case file.	\$	260.00	\$	26.00 Tim Hansen
		Weekly case docket review regarding				
9/9/2022	0.1	current status of case.	\$	260.00	\$	26.00 Tim Hansen
9/12/2022	0.7	Reviewed financials of AlmaVia companies	\$	750.00	\$	525.00 Finn Dusenbery

9/12/2022	0.1	Discussion with legal team regarding analysis of defendant's financials.	\$	260.00	\$	26.00	Tim Hansen
9/13/2022	0.4	Reviewed Defendant's document production, class lists for deficiencies, emailed Arias counsel re: same, strategy, serving discovery on joint employer, and adding entities as defendants	\$	750.00	\$	300.00	Finn Dusenbery
9/13/2022	0.1	Read emails between legal team and co-counsel regarding establishing joint employer for other locations.	\$	260.00	\$	26.00	Tim Hansen
9/18/2022	1	Researched joint employer doctrine	\$	750.00	\$	750.00	Finn Dusenbery
9/20/2022	2.1	Researched joint employment and made notes on what to ask for in discovery	\$	750.00	\$	1,575.00	Finn Dusenbery
9/20/2022	0.4	Drafted second set of document requests	\$	750.00	\$	300.00	Finn Dusenbery
9/20/2022	1.2	Drafted document requests and special rogs re: joint employment	\$	750.00	\$	900.00	Finn Dusenbery
9/20/2022	0.1	Call with Ballesteros re: status of case, strategy, updates	\$	750.00	\$	75.00	Finn Dusenbery
9/20/2022	0.1	Review LFJ solicitation letter to client.	\$	260.00	\$	26.00	Tim Hansen
9/20/2022	0.1	Upload LFJ solicitation letter to case file.	\$	260.00	\$	26.00	Tim Hansen
9/20/2022	0.6	Revisions to RFPS & SROGS (sets 2).	\$	260.00	\$	156.00	Tim Hansen
9/20/2022	0.3	Finalize and prepare SROGS & RFPS (sets 2) for service on OPC.	\$	260.00	\$	78.00	Tim Hansen
9/20/2022	0.2	Prepare proof of service for discovery.	\$	260.00	\$	52.00	Tim Hansen
9/20/2022	0.2	Email and snail-mail discovery requests to OPC.	\$	260.00	\$	52.00	Tim Hansen
9/20/2022	0.1	Docket defendant's deadline to respond to discovery on firm calendar.	\$	260.00	\$	26.00	Tim Hansen
9/20/2022	0.1	Upload discovery served on defendant to case file.	\$	260.00	\$	26.00	Tim Hansen
9/22/2022	0.1	Weekly docket review regarding status of case, recent filing, and orders from the court.	\$	260.00	\$	26.00	Tim Hansen
9/22/2022	0.1	Weekly docket review regarding status of case, recent filing, and orders from the court.	\$	260.00	\$	26.00	Tim Hansen
9/25/2022	0.1	Call with RO re: LFJ contacting putative class members	\$	750.00	\$	75.00	Finn Dusenbery
9/26/2022	0.1	Emailed LFJ counsel re: deposition on joint employer	\$	750.00	\$	75.00	Finn Dusenbery
9/27/2022	0.1	Emailed LFJ counsel re: deposition of defendants	\$	750.00	\$	75.00	Finn Dusenbery
9/27/2022	0.1	Read email from related case counsel regarding status of deposition and related topics.	\$	260.00	\$	26.00	Tim Hansen

9/27/2022	0.2	Emailed defense re: contact information for non-exempt employees at AlmaVia San Rafael and Mercy Retirement and Care Center	\$	750.00	\$	150.00	Finn Dusenbery
9/29/2022	0.1	Read email from related case counsel regarding list of topics for PMK deposition.	\$	260.00	\$	26.00	Tim Hansen
9/29/2022	0.1	Emailed defense re: outstanding contact information for putative class members	\$	750.00	\$	75.00	Finn Dusenbery
9/29/2022	1	Reviewed emails re: motion to compel deadline, reviewed discovery requests and responses re: class member contact info and whether we had already asked for it at all relevant locations	\$	750.00	\$	750.00	Finn Dusenbery
9/29/2022	0.1	Read email from legal team to OPC regarding engaging in Belaire West.	\$	260.00	\$	26.00	Tim Hansen
9/30/2022	0.1	Emailed defense re: contact info for Mercy and San Rafael locations	\$	750.00	\$	75.00	Finn Dusenbery
9/30/2022	0.6	Drafted third set of rogs to Defendants, reviewed whether any further information about companies on secretary of state and nonprofit websites	\$	750.00	\$	450.00	Finn Dusenbery
9/30/2022	0.5	Finalize and prepare SROGS (set 3) for service on OPC.	\$	260.00	\$	130.00	Tim Hansen
9/30/2022	0.2	Prepare proof of service for discovery requests.	\$	260.00	\$	52.00	Tim Hansen
9/30/2022	0.2	Email and snail-mail special interrogatories (set 3) to OPC.	\$	260.00	\$	52.00	Tim Hansen
9/30/2022	0.1	Docket defendants' deadline to respond to SROGS (set 3) on firm calendar.	\$	260.00	\$	26.00	Tim Hansen
9/30/2022	0.1	Upload discovery served on defendant to case file.	\$	260.00	\$	26.00	Tim Hansen
10/3/2022	0.1	Call with RO re: discovery, case strategy	\$	750.00	\$	75.00	Finn Dusenbery
10/6/2022	0.1	Emailed counsel on Aguilar and Arias cases re: PMK deposition and emailed counsel on Aguilar re: San Rafael class list with contact information	\$	750.00	\$	75.00	Finn Dusenbery
10/6/2022	0.1	Read emails from legal team and related case counsel regarding strategy for case.	\$	260.00	\$	26.00	Tim Hansen
10/6/2022	0.2	Emailed Aguilar and Arias lawyers re: discovery	\$	750.00	\$	150.00	Finn Dusenbery
10/6/2022	0.1	Read email exchange between related case counsel and legal team regarding strategy for discovery.	\$	260.00	\$	26.00	Tim Hansen

10/6/2022	0.1	Upload filed stamped copy of joint CMC statement to case file.	\$	260.00	\$	26.00	Tim Hansen
10/7/2022	0.1	Weekly docket audit regarding status of case and upcoming hearings.	\$	260.00	\$	26.00	Tim Hansen
10/10/2022	0.1	Read email from related case counsel to OPC requesting available deposition dates.	\$	260.00	\$	26.00	Tim Hansen
10/12/2022	0.1	Read email forwarded from related case counsel regarding PMK deposition availability.	\$	260.00	\$	26.00	Tim Hansen
10/12/2022	0.4	Review case status and provide status update to PB.	\$	260.00	\$	104.00	Tim Hansen
10/14/2022	0.1	Weekly case docket audit to review status of case and updates from the court.	\$	260.00	\$	26.00	Tim Hansen
10/20/2022	0.1	Emailed co-counsel re: call about deposing defendant	\$	750.00	\$	75.00	Finn Dusenbery
10/20/2022	0.1	Schedule meeting with related case counsel and legal team.	\$	260.00	\$	26.00	Tim Hansen
10/21/2022	0.1	Call with JM regarding status of defendant's discovery responses.	\$	260.00	\$	26.00	Tim Hansen
10/21/2022	0.1	Email to OPC regarding status of defendants' discovery responses.	\$	260.00	\$	26.00	Tim Hansen
10/21/2022	0.1	Call with TH regarding Defendant's outstanding discovery responses.	\$	260.00	\$	26.00	Jolen Medwid
10/24/2022	0.4	Call with co-counsel re: case strategy, depositions	\$	750.00	\$	300.00	Finn Dusenbery
10/24/2022	0.1	Call with Eva re: case status, discovery	\$	750.00	\$	75.00	Finn Dusenbery
10/24/2022	0.1	Follow up with JM regarding status of defendant's discovery responses.	\$	260.00	\$	26.00	Tim Hansen
10/24/2022	0.1	Call with FD re call with co-counsel today and discussion re next steps	\$	550.00	\$	55.00	Paraskevi Batsikas
10/25/2022	0.7	Update case board in Asana.	\$	260.00	\$	182.00	Tim Hansen
10/26/2022	0.1	Call with JM regarding status of defendant's discovery responses.	\$	260.00	\$	26.00	Tim Hansen
10/26/2022	0.1	Phone call with TH regarding discovery responses.	\$	260.00	\$	26.00	Jolen Medwid
10/26/2022	0.1	F/up email to OPC re outstanding discovery responses.	\$	260.00	\$	26.00	Jolen Medwid
10/26/2022	0.2	Call with JM regarding current status of case.	\$	260.00	\$	52.00	Tim Hansen
10/26/2022	0.2	Follow up phone call with TH regarding OPC's response to discovery status.	\$	260.00	\$	52.00	Jolen Medwid
10/26/2022	0.1	Email response to OPC clarifying discovery due dates and request copy via email.	\$	260.00	\$	26.00	Jolen Medwid
10/26/2022	0.1	Internal communications with team regarding discovery responses.	\$	260.00	\$	26.00	Jolen Medwid

10/28/2022	0.2	Uploaded SROG responses from OPC and organized file.	\$	260.00	\$	52.00	Jolen Medwid
10/28/2022	0.1	Internal communication regarding missing RFP, Set 2 responses	\$	260.00	\$	26.00	Jolen Medwid
10/28/2022	0.1	Email to RO regarding missing RFP, Set 2 responses	\$	260.00	\$	26.00	Jolen Medwid
10/28/2022	0.1	Internal communication with team regarding discovery responses, discovery requests and deadlines.	\$	260.00	\$	26.00	Jolen Medwid
10/28/2022	0.1	Uploaded D's RFP responses and D's RFP requests and FROGS (General and Employment) to file	\$	260.00	\$	26.00	Jolen Medwid
10/28/2022	0.2	Updated discovery deadlines and tasks in Asana.	\$	260.00	\$	52.00	Jolen Medwid
10/28/2022	0.1	Calendared discover deadlines in Clio.	\$	260.00	\$	26.00	Jolen Medwid
10/31/2022	0.3	Reviewed Defendant's responses to special rogs, emailed plaintiff's counsel on Arias and Aguilar re: same	\$	750.00	\$	225.00	Finn Dusenbery
10/31/2022	0.1	Emailed defense re: interrogatories	\$	750.00	\$	75.00	Finn Dusenbery
11/1/2022	0.3	Review status of discovery; review status of depositions; communication with team re scheduling PMK depo and coordinating with client re dates sent by D for P's depo	\$	550.00	\$	165.00	Paraskevi Batsikas
11/9/2022	0.1	Meeting with team regarding next steps and tasks.	\$	260.00	\$	26.00	Jolen Medwid
11/9/2022	0.1	Communication with OPC re scheduling MC call; discussion with team re same	\$	550.00	\$	55.00	Paraskevi Batsikas
11/9/2022	0.1	Receipt and review of email from OPC re case being transferred to Jackson Lewis; discussion with team re same; discussion with JM to calendar matter to ensure we receive communication from new counsel	\$	550.00	\$	55.00	Paraskevi Batsikas
11/10/2022	0.1	Updated new OPC contact info in Clio.	\$	260.00	\$	26.00	Jolen Medwid
11/10/2022	0.1	Set up task to f/up with new OPC in Asana.	\$	260.00	\$	26.00	Jolen Medwid
11/11/2022	0.8	Review discovery documents and requests. Summarize docs needed for RFP.	\$	260.00	\$	208.00	Jolen Medwid
11/11/2022	0.1	Emailed defense re: status of case	\$	750.00	\$	75.00	Finn Dusenbery
11/11/2022	0.1	Emailed defense re: setting up call to discuss status of case	\$	750.00	\$	75.00	Finn Dusenbery
11/14/2022	0.5	Draft discovery request summary for client.	\$	260.00	\$	130.00	Jolen Medwid
11/15/2022	0.2	Call with defense re: case status	\$	750.00	\$	150.00	Finn Dusenbery

11/16/2022	0.1	Internal communication with team regarding MTC deadline and discovery extension request.	\$	260.00	\$	26.00	Jolen Medwid
11/16/2022	0.1	Email to OPC requesting 2 week extension for discovery responses.	\$	260.00	\$	26.00	Jolen Medwid
11/16/2022	0.1	Reviewed recent document production and discovery responses from D to confirm whether any outstanding responses to new OPC.	\$	260.00	\$	26.00	Jolen Medwid
11/16/2022	0.1	Email to OPC confirming no outstanding responses.	\$	260.00	\$	26.00	Jolen Medwid
11/16/2022	0.1	Calendar new discovery deadline in Clio and Asana	\$	260.00	\$	26.00	Jolen Medwid
11/16/2022	0.1	Internal communication with team re extension to discovery responses.	\$	260.00	\$	26.00	Jolen Medwid
11/17/2022	1	Admin: Read all client docs and put together a list of key information relating to the case in Asana Overview	\$	260.00	\$	260.00	Hyung Joon Kim
11/21/2022	0.2	Call with client re: case status	\$	750.00	\$	150.00	Finn Dusenbery
11/22/2022	0.1	Admin: Updated damages & class number in Asana overview after a call with Tim	\$	260.00	\$	26.00	Hyung Joon Kim
11/22/2022	0.3	Finalized discovery request summary for client.	\$	260.00	\$	78.00	Jolen Medwid
11/22/2022	0.1	Emailed discovery request summary to client and requested to set up call to discuss.	\$	260.00	\$	26.00	Jolen Medwid
11/23/2022	0.1	Review upcoming deadlines and update task list.	\$	260.00	\$	26.00	Jolen Medwid
11/23/2022	0.3	Reviewed file for documents re P for discovery responses.	\$	260.00	\$	78.00	Jolen Medwid
11/23/2022	0.1	Email to client confirming call for 11/28 to discuss discovery responses.	\$	260.00	\$	26.00	Jolen Medwid
11/23/2022	0.1	Calendared call with client re discovery responses.	\$	260.00	\$	26.00	Jolen Medwid
11/23/2022	0.4	Draft template for FROGS (employment).	\$	260.00	\$	104.00	Jolen Medwid
11/23/2022	0.1	Admin: updated case summary & judge info, damages and class number in Clio summary	\$	260.00	\$	26.00	Hyung Joon Kim
11/28/2022	0.2	Phone call with client regarding discovery responses.	\$	260.00	\$	52.00	Jolen Medwid
11/30/2022	0.1	Checked court docket to confirm CMC hearing is still set for 12/12/22.	\$	260.00	\$	26.00	Jolen Medwid
11/30/2022	0.4	Draft Joint CMC statement for attorney review.	\$	260.00	\$	104.00	Jolen Medwid
11/30/2022	0.1	Internal communication with team regarding Joint CMC Statement.	\$	260.00	\$	26.00	Jolen Medwid

11/30/2022	Reviewed department rules for CMC 0.2 statements and attendance.	\$	260.00	\$	52.00	Jolen Medwid
11/30/2022	0.1 Sent calendar invite to PB to attend CMC.	\$	260.00	\$	26.00	Jolen Medwid
11/30/2022	Internal communication with team regarding documents previously provided 0.1 by client.	\$	260.00	\$	26.00	Jolen Medwid
11/30/2022	Draft discovery responses to FROGS (employment and general).	\$	260.00	\$	442.00	Jolen Medwid
11/30/2022	Email to client regarding 2 outstanding 0.1 items for discovery responses.	\$	260.00	\$	26.00	Jolen Medwid
12/1/2022	Drafted responses and objections to D's 0.6 RFP, Set One.	\$	260.00	\$	156.00	Jolen Medwid
12/1/2022	Reviewed and summarized Plaintiff's 0.6 personnel file.	\$	260.00	\$	156.00	Jolen Medwid
12/1/2022	Communicate internally with J. Medwid regarding production and sample 0.2 violations.	\$	650.00	\$	130.00	Brian Walker
12/1/2022	Revised discovery responses based on documents in file and information 0.5 provided by client.	\$	260.00	\$	130.00	Jolen Medwid
12/1/2022	Internal communication with BW regarding 0.2 prior evaluation of time/pay records.	\$	260.00	\$	52.00	Jolen Medwid
12/1/2022	Text to client to clarify discovery question 0.1 regarding current employment.	\$	260.00	\$	26.00	Jolen Medwid
12/1/2022	0.5 Reviewed/revised CMC statement	\$	750.00	\$	375.00	Finn Dusenbery
12/1/2022	Finalized draft joint CMC statement with 0.2 FD's revisions.	\$	260.00	\$	52.00	Jolen Medwid
12/1/2022	Sent Joint CMC statement to OPC for 0.1 Defendant's position.	\$	260.00	\$	26.00	Jolen Medwid
12/1/2022	0.1 Update task list in Asana.	\$	260.00	\$	26.00	Jolen Medwid
12/5/2022	0.1 Add Judge's contact information to Clio.	\$	260.00	\$	26.00	Jolen Medwid
12/5/2022	Reviewed/revised responses to 1.5 Defendant's discovery requests	\$	750.00	\$	1,125.00	Finn Dusenbery
12/5/2022	Revise and finalize FROG (general and 0.3 employment) and RFP responses.	\$	260.00	\$	78.00	Jolen Medwid
12/5/2022	Texts to/from client regarding supervisor information to update discovery 0.1 responses.	\$	260.00	\$	26.00	Jolen Medwid
12/5/2022	Email to client with proposed responses 0.1 for her review.	\$	260.00	\$	26.00	Jolen Medwid
12/5/2022	Email with e-signature request for 0.1 verification.	\$	260.00	\$	26.00	Jolen Medwid
12/6/2022	0.1 Draft verification for client's signature.	\$	260.00	\$	26.00	Jolen Medwid
12/5/2022	F/up email to OPC re: proposed joint case 0.1 management statement.	\$	260.00	\$	26.00	Jolen Medwid

		Reviewed D's responses and document production to RFP (Set 2) and SROGS (Set 2 and 3) and drafted summary of information received and information still					
12/5/2022	0.8	needed.	\$	260.00	\$	208.00	Jolen Medwid
12/5/2022	0.1	Internal communication regarding discovery	\$	260.00	\$	26.00	Jolen Medwid
12/5/2022	0.1	Reviewed D's draft CMC statement and posted to file for attorney approval.	\$	260.00	\$	26.00	Jolen Medwid
12/5/2022	0.1	Internal communication with team regarding OPC's additions to Joint CMC Statement.	\$	260.00	\$	26.00	Jolen Medwid
12/5/2022	0.1	Draft POS for Joint CMC Statement.	\$	260.00	\$	26.00	Jolen Medwid
12/5/2022	0.3	Reviewed/revised CMC statement	\$	750.00	\$	225.00	Finn Dusenbery
12/5/2022	0.1	Finalized joint CMC statement for filing.	\$	260.00	\$	26.00	Jolen Medwid
12/5/2022	0.2	Filed Joint CMC Statement via One Legal.	\$	260.00	\$	52.00	Jolen Medwid
12/5/2022	0.6	Reviewed Defendant's responses to special rogs, set 2 and 3, and doc requests, set 2, emailed Defendant re: meet and confer on same	\$	750.00	\$	450.00	Finn Dusenbery
12/6/2022	0.1	Emailed defense re: meet and confer	\$	750.00	\$	75.00	Finn Dusenbery
12/6/2022	0.2	Call with JM regarding CMC remote appearance procedure for complex cases.	\$	260.00	\$	52.00	Tim Hansen
12/6/2022	0.2	Phone call with TH regarding appearance process and requirements.	\$	260.00	\$	52.00	Jolen Medwid
12/6/2022	0.1	Discussion with team re MC call with OPC	\$	550.00	\$	55.00	Paraskevi Batsikas
12/6/2022	0.3	Research department rules for appearances and update case notes with complex rules.	\$	260.00	\$	78.00	Jolen Medwid
12/6/2022	0.1	Email OPC regarding appearance preference.	\$	260.00	\$	26.00	Jolen Medwid
12/6/2022	0.1	Email court requesting zoom information for CMC.	\$	260.00	\$	26.00	Jolen Medwid
12/6/2022	0.1	Served Joint CMC statement via File and Serve Express.	\$	260.00	\$	26.00	Jolen Medwid
12/6/2022	0.1	Update POS to reflect service via File and Serve Express.	\$	260.00	\$	26.00	Jolen Medwid
12/6/2022	0.2	Revised and finalized discovery responses.	\$	260.00	\$	52.00	Jolen Medwid
12/8/2022	0.4	MC call with OPC re outstanding discovery issues; discussion re potential mediation + settlement	\$	550.00	\$	220.00	Paraskevi Batsikas
12/8/2022	0.1	Internal communication regarding M&C.	\$	260.00	\$	26.00	Jolen Medwid
12/8/2022	0.1	Update MTC deadline in Clio and Asana.	\$	260.00	\$	26.00	Jolen Medwid

12/8/2022	0.1	Email OPC copies of prior counsel's document production and discovery responses.	\$	260.00	\$	26.00	Jolen Medwid
12/8/2022	0.1	Emails from/to opposing counsel regarding remote appearance for upcoming CMC.	\$	260.00	\$	26.00	Jolen Medwid
12/9/2022	0.1	Check SF Superior for tentative.	\$	260.00	\$	26.00	Jolen Medwid
12/9/2022	0.1	Uploaded department procedures to file and pinned to channel.	\$	260.00	\$	26.00	Jolen Medwid
12/9/2022	0.1	Reviewed SF rejection from One Legal	\$	260.00	\$	26.00	Jolen Medwid
12/9/2022	0.1	Filed Joint Case Management Statement via File and Serve Express.	\$	260.00	\$	26.00	Jolen Medwid
12/9/2022	0.1	Reviewed rejection email from File and Serve Express re OPC needing to file substitution of counsel before we can submit Joint CMC Statement.	\$	260.00	\$	26.00	Jolen Medwid
12/9/2022	0.1	Emailed OPC rejection email from File and Serve Express and requested OPC file substitution of counsel so we can re-file CMC statement.	\$	260.00	\$	26.00	Jolen Medwid
12/9/2022	0.1	Internal communication re rejection of Joint CMC Statement.	\$	260.00	\$	26.00	Jolen Medwid
12/12/2022	0.4	Attendance at CMC	\$	550.00	\$	220.00	Paraskevi Batsikas
12/12/2022	0.1	Checked court docket regarding upcoming CMC to ensure it was not removed from calendar.	\$	260.00	\$	26.00	Jolen Medwid
12/12/2022	0.1	Calendar deadlines from CMC conference.	\$	260.00	\$	26.00	Jolen Medwid
12/12/2022	0.1	Download court's CMC order and uploaded to file.	\$	260.00	\$	26.00	Jolen Medwid
12/12/2022	0.1	Emailed defense re: motion to compel deadline	\$	750.00	\$	75.00	Finn Dusenbery
12/12/2022	0.1	Communication with team re follow up to MC call	\$	550.00	\$	55.00	Paraskevi Batsikas
12/14/2022	0.1	Added expense to file for filing fee of joint case management statement.	\$	260.00	\$	26.00	Jolen Medwid
12/15/2022	0.1	Updated tasks regarding MTC.	\$	260.00	\$	26.00	Jolen Medwid
12/15/2022	0.1	F/up with team regarding summary of M&C call.	\$	260.00	\$	26.00	Jolen Medwid
12/21/2022	0.1	Texts to/from client regarding case status.	\$	260.00	\$	26.00	Jolen Medwid
12/27/2022	0.1	Follow-up with team regarding upcoming MTC deadline.	\$	260.00	\$	26.00	Jolen Medwid
12/27/2022	0.1	Updated task list in Asana.	\$	260.00	\$	26.00	Jolen Medwid
12/29/2022	0.1	Downloaded substitution of attorney from File and Serve Express and uploaded to file.	\$	260.00	\$	26.00	Jolen Medwid

1/3/2023	0.1	Internal follow-up with team regarding MTC deadline.	\$	260.00	\$	26.00	Jolen Medwid
1/3/2023	0.1	Reviewed notes on meet and confer with defense and messaged RO, JM, and PB re: same	\$	750.00	\$	75.00	Finn Dusenbery
1/5/2023	0.2	Call with co-counsel re: settlement, mediation	\$	750.00	\$	150.00	Finn Dusenbery
1/5/2023	0.1	Messaged RO re: call about discovery, settlement, mediation with co-counsel	\$	750.00	\$	75.00	Finn Dusenbery
1/5/2023	0.1	Emailed defense re: discovery	\$	750.00	\$	75.00	Finn Dusenbery
1/5/2023	0.1	Emailed defense re: meet and confer call	\$	750.00	\$	75.00	Finn Dusenbery
1/6/2023	0.2	Call with client re: settlement talks	\$	750.00	\$	150.00	Finn Dusenbery
1/9/2023	0.3	Meet and confer call with defense re: contact info for employees at all locations, contact info for former officers	\$	750.00	\$	225.00	Finn Dusenbery
1/13/2023	0.1	Reviewed court docket for deadlines and new filings.	\$	260.00	\$	26.00	Jolen Medwid
1/18/2023	0.1	Receipt and review of proposed mediators from OPC; post for team review	\$	550.00	\$	55.00	Paraskevi Batsikas
1/18/2023	0.1	Messages with RO re: mediation, emailed Mark Rudy re: same	\$	750.00	\$	75.00	Finn Dusenbery
1/18/2023	0.2	Emailed defense re: meet and confer	\$	750.00	\$	150.00	Finn Dusenbery
1/20/2023	0.2	Reviewed email from defense re: outstanding discovery and messages with RO re: outstanding discovery, mediation and motion to compel	\$	750.00	\$	150.00	Finn Dusenbery
1/20/2023	0.1	Reviewed rules on discovery disputes, MTC	\$	750.00	\$	75.00	Finn Dusenbery
1/20/2023	0.1	Emailed co-counsel re: mediation	\$	750.00	\$	75.00	Finn Dusenbery
1/20/2023	0.1	Discussion with team re M&C efforts and orders from Judge from last CMC re mediation/class cert	\$	550.00	\$	55.00	Paraskevi Batsikas
1/20/2023	0.3	Call with Rudy re: mediating case	\$	750.00	\$	225.00	Finn Dusenbery
1/20/2023	0.1	Emailed Janet Clark, assistant to Mark Rudy, re: scheduling a second mediation with Mark Rudy	\$	750.00	\$	75.00	Finn Dusenbery
1/20/2023	0.1	Internal communication with team regarding department rules for discovery motions.	\$	260.00	\$	26.00	Jolen Medwid
1/23/2023	0.1	Reviewed email from defense re: mediation, deadline for Plaintiff's MTC	\$	750.00	\$	75.00	Finn Dusenbery
1/24/2023	0.2	Summarized deadlines and tasks and checked court docket to confirm no new filings.	\$	260.00	\$	52.00	Jolen Medwid

1/25/2023	0.2	Read and review Teams discussions to get up to speed on status of case.	\$	260.00	\$	52.00	Tim Hansen
1/26/2023	2	Reviewed Defendant's document production, mediation statement, discovery requests and responses re: what remaining discovery needed, made notes for email to Defendant re: motion to compel, reviewed notes on proper procedures for moving to compel	\$	750.00	\$	1,500.00	Finn Dusenbery
1/27/2023	1.4	Reviewed Defendant's document production re: what is needed for class cert and on motion to compel and emailed defense re: motion to compel	\$	750.00	\$	1,050.00	Finn Dusenbery
1/27/2023	0.3	Reviewed email from defense re: outstanding discovery, messaged RO re: any further meet and confer efforts to engage in	\$	750.00	\$	225.00	Finn Dusenbery
1/27/2023	0.1	Emailed defense re: motion to compel	\$	750.00	\$	75.00	Finn Dusenbery
1/27/2023	0.1	Read email from OPC agreeing to extend plaintiff's MTC deadline.	\$	260.00	\$	26.00	Tim Hansen
1/27/2023	0.1	Update case calendar.	\$	260.00	\$	26.00	Tim Hansen
1/29/2023	0.1	Emailed defense re: meet and confer on outstanding discovery	\$	750.00	\$	75.00	Finn Dusenbery
1/29/2023	0.2	Reviewed rules on requesting a conference, filing a motion to compel	\$	750.00	\$	150.00	Finn Dusenbery
1/30/2023	0.4	Meet and confer call with defense	\$	750.00	\$	300.00	Finn Dusenbery
1/30/2023	0.1	Review status of case in preparation for case meeting with legal team.	\$	260.00	\$	26.00	Tim Hansen
1/30/2023	0.2	Drafted email to defense summarizing meet and confer call	\$	750.00	\$	150.00	Finn Dusenbery
1/30/2023	0.1	Case meeting with legal team regarding status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
1/30/2023	0.3	Emailed defense re: meet and confer call	\$	750.00	\$	225.00	Finn Dusenbery
1/30/2023	0.1	Read email from legal team to OPC memorializing M&C call.	\$	260.00	\$	26.00	Tim Hansen
1/30/2023	0.2	Call with JM regarding status of depositions in preparation for PMK notice.	\$	260.00	\$	52.00	Tim Hansen
1/30/2023	0.1	Read email from OPC agreeing to extend MTC deadline 30 days after production on meal period waivers and on-duty meal agreements.	\$	260.00	\$	26.00	Tim Hansen
1/30/2023	0.1	Update case calendar.	\$	260.00	\$	26.00	Tim Hansen
1/30/2023	0.4	Prepare PMK deposition notice.	\$	260.00	\$	104.00	Tim Hansen
1/30/2023	0.1	Internal communication with TH regarding PMK notice.	\$	260.00	\$	26.00	Jolen Medwid

1/30/2023	0.3	Meeting with Robert Ottinger, Finn Dusenbery, and Timothy Hansen to discuss case status and case strategy.	\$	650.00	\$	195.00	Kyle Wilson
2/1/2023	1.6	Review case file and begin preparing PMK deposition outline.	\$	650.00	\$	1,040.00	Kyle Wilson
2/3/2023	0.1	Review case docket regarding status of case and updates from the court.	\$	260.00	\$	26.00	Tim Hansen
2/3/2023	0.1	Emailed counsel on Arias case re: deadlines, litigating/mediating	\$	750.00	\$	75.00	Finn Dusenbery
2/3/2023	0.1	Emailed defense re: outstanding discovery	\$	750.00	\$	75.00	Finn Dusenbery
2/6/2023	0.1	Read email from legal team to OPC regarding status of supplemental discovery.	\$	260.00	\$	26.00	Tim Hansen
2/6/2023	0.1	Review status of case in preparation for meeting with legal team.	\$	260.00	\$	26.00	Tim Hansen
2/6/2023	0.1	Emailed defense re: outstanding discovery	\$	750.00	\$	75.00	Finn Dusenbery
2/6/2023	0.1	Case meeting with legal team regarding status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
2/6/2023	0.2	Discuss case status, case strategy, and next steps with Robert Ottinger, Finn Dusenbery, and Timothy Hansen.	\$	650.00	\$	130.00	Kyle Wilson
2/6/2023	0.1	Read email from OPC regarding status of arb agreements, time records, and meal waivers.	\$	260.00	\$	26.00	Tim Hansen
2/7/2023	0.1	Update case board in Asana.	\$	260.00	\$	26.00	Tim Hansen
2/9/2023	0.6	Reviewed PMK deposition notice	\$	750.00	\$	450.00	Finn Dusenbery
2/9/2023	0.5	Reviewed/revised PMK deposition notice	\$	750.00	\$	375.00	Finn Dusenbery
2/9/2023	1.3	Reviewed mediation statement re: any further discovery needed, reviewed interviews of putative class members re: possible rest period claim, messaged RO, Kyle Wilson and Tim Hansen re: same	\$	750.00	\$	975.00	Finn Dusenbery
2/10/2023	0.1	Organize discovery folder in case file.	\$	260.00	\$	26.00	Tim Hansen
2/10/2023	0.1	Discussion with legal team regarding calling campaign intakes.	\$	260.00	\$	26.00	Tim Hansen
2/10/2023	0.1	Discussion with legal team regarding additional revisions to notice of PMK.	\$	260.00	\$	26.00	Tim Hansen
2/10/2023	0.1	Read email exchange between legal team and related counsel regarding meal period waivers.	\$	260.00	\$	26.00	Tim Hansen
2/10/2023	0.5	Reviewed/revised PMK notice of deposition	\$	750.00	\$	375.00	Finn Dusenbery
2/10/2023	0.1	Discussion with legal team regarding date for PMK deposition.	\$	260.00	\$	26.00	Tim Hansen

2/10/2023	0.4	Call with counsel on Arias, Travis Maher, re: discovery, status of his case, settlement, mediation, class cert	\$	750.00	\$	300.00	Finn Dusenbery
2/10/2023	0.1	Emailed defense re: outstanding discovery, motion to compel	\$	750.00	\$	75.00	Finn Dusenbery
2/10/2023	0.3	Reviewed rules on motion to compel, discovery conference, messaged RO and Kyle Wilson re: same	\$	750.00	\$	225.00	Finn Dusenbery
2/10/2023	0.2	Emailed defense re: outstanding discovery	\$	750.00	\$	150.00	Finn Dusenbery
2/10/2023	0.1	Discussion with legal team regarding procedure for filing motion to compel.	\$	260.00	\$	26.00	Tim Hansen
2/10/2023	0.2	Review Department 304 procedures for scheduling IDC.	\$	260.00	\$	52.00	Tim Hansen
2/10/2023	0.1	Email to Department 304 requesting IDC.	\$	260.00	\$	26.00	Tim Hansen
2/10/2023	0.2	Discussion with legal team regarding scheduling IDC.	\$	260.00	\$	52.00	Tim Hansen
2/10/2023	0.1	Review case docket for updates from court and status of upcoming hearings and events.	\$	260.00	\$	26.00	Tim Hansen
2/10/2023	0.1	Read email from OPC regarding status of meal period waivers and other requested documents.	\$	260.00	\$	26.00	Tim Hansen
2/10/2023	0.2	Emailed defense re: contact info for other locations, outstanding discovery	\$	750.00	\$	150.00	Finn Dusenbery
2/10/2023	1.7	Review outstanding discovery requests.	\$	650.00	\$	1,105.00	Kyle Wilson
2/10/2023	0.3	Call with Finn Dusenbery and Travis Maher to discuss case.	\$	650.00	\$	195.00	Kyle Wilson
2/13/2023	0.2	Meet and confer call with defense	\$	750.00	\$	150.00	Finn Dusenbery
2/13/2023	0.1	Review status of case in preparation for case meeting with legal team.	\$	260.00	\$	26.00	Tim Hansen
2/13/2023	0.1	Case meeting with legal team regarding status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
2/13/2023	0.2	Meeting with Robert Ottinger, Finn Dusenbery, and Timothy Hansen to discuss case status and strategy.	\$	650.00	\$	130.00	Kyle Wilson
2/14/2023	0.2	Finalize and prepare draft notice of PMK for sending to OPC.	\$	260.00	\$	52.00	Tim Hansen
2/14/2023	0.1	Send draft notice of PMK to OPC requesting dates for deposition.	\$	260.00	\$	26.00	Tim Hansen
2/14/2023	0.1	Read email from Clerk providing proposed dates for the IDC.	\$	260.00	\$	26.00	Tim Hansen
2/14/2023	0.2	Discussions with legal team regarding proposed dates for the IDC.	\$	260.00	\$	52.00	Tim Hansen
2/14/2023	0.1	Email to OPC proposing date for the IDC.	\$	260.00	\$	26.00	Tim Hansen

2/14/2023	0.1	Read email from OPC proposing date for IDC.	\$	260.00	\$	26.00	Tim Hansen
2/14/2023	0.1	Discussion with legal team regarding OPC's proposed date for the IDC.	\$	260.00	\$	26.00	Tim Hansen
2/14/2023	0.1	Email to clerk confirming agreed date to hold the IDC.	\$	260.00	\$	26.00	Tim Hansen
2/14/2023	0.1	Docket IDC deadlines on firm calendar.	\$	260.00	\$	26.00	Tim Hansen
2/14/2023	0.1	Email to OPC confirming date of IDC and related deadlines.	\$	260.00	\$	26.00	Tim Hansen
2/15/2023	0.1	Read email from Clerk requesting email addresses for each person attending the IDC.	\$	260.00	\$	26.00	Tim Hansen
2/15/2023	0.1	Discussion with legal team regarding attendees for IDC.	\$	260.00	\$	26.00	Tim Hansen
2/15/2023	0.1	Read email from co-counsel regarding possible mediation.	\$	260.00	\$	26.00	Tim Hansen
2/15/2023	0.3	Call with co-counsel re: strategy, discovery, mediation	\$	750.00	\$	225.00	Finn Dusenbery
2/15/2023	0.1	Follow up with legal team regarding list of attendees for IDC.	\$	260.00	\$	26.00	Tim Hansen
2/15/2023	0.1	Email to OPC requesting list of attendees for the IDC.	\$	260.00	\$	26.00	Tim Hansen
2/15/2023	0.5	Review correspondence regarding ongoing discovery disputes, informal discovery conference, and upcoming mediation.	\$	650.00	\$	325.00	Kyle Wilson
2/16/2023	0.1	Send list of attendees for the IDC to the clerk.	\$	260.00	\$	26.00	Tim Hansen
2/16/2023	0.1	Docket IDC statement deadline on firm calendar.	\$	260.00	\$	26.00	Tim Hansen
2/16/2023	0.1	Discussion with legal team regarding upcoming IDC.	\$	260.00	\$	26.00	Tim Hansen
2/16/2023	0.1	Read email from Clerk confirming Zoom link sent to parties for IDC.	\$	260.00	\$	26.00	Tim Hansen
2/16/2023	0.1	Self assignment of task to follow up with OPC on PMK deposition dates.	\$	260.00	\$	26.00	Tim Hansen
2/16/2023	1.4	Begin preparing PMK depo outline.	\$	650.00	\$	910.00	Kyle Wilson
2/17/2023	0.1	Review case docket regarding case status and updates from the court.	\$	260.00	\$	26.00	Tim Hansen
2/17/2023	0.1	Review case docket regarding case status and updates from the court.	\$	260.00	\$	26.00	Tim Hansen
2/17/2023	0.1	Follow up with K. Wilson to see if he received the Zoom link from the clerk for the IDC.	\$	260.00	\$	26.00	Tim Hansen
2/17/2023	3.2	Prepare PMK deposition outline and compile exhibits.	\$	650.00	\$	2,080.00	Kyle Wilson

2/20/2023	0.1	Case meeting with legal team regarding status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
2/20/2023	0.1	Schedule court reporter for PMK deposition.	\$	260.00	\$	26.00	Tim Hansen
2/20/2023	2.3	Drafted joint letter for discovery conference	\$	750.00	\$	1,725.00	Finn Dusenbery
2/21/2023	1.7	Drafted joint letter to Court re: discovery conference	\$	750.00	\$	1,275.00	Finn Dusenbery
2/21/2023	0.3	Reviewed/revised joint letter for discovery conference	\$	750.00	\$	225.00	Finn Dusenbery
2/21/2023	0.8	Reviewed/revised joint letter to Court in advance of discovery conference	\$	750.00	\$	600.00	Finn Dusenbery
2/21/2023	0.1	Send draft joint IDC letter to OPC for their revisions.	\$	260.00	\$	26.00	Tim Hansen
2/21/2023	0.1	Read email from OPC regarding mediation opening with Mark Rudy.	\$	260.00	\$	26.00	Tim Hansen
2/20/2023	0.2	Discuss case status and case strategy with Robert Ottinger and Finn Dusenbery.	\$	650.00	\$	130.00	Kyle Wilson
2/22/2023	0.1	Read email from legal team to OPC agreeing to 3/21/23 mediation date with Mark Rudy.	\$	260.00	\$	26.00	Tim Hansen
2/22/2023	0.1	Review upcoming case deadlines.	\$	260.00	\$	26.00	Tim Hansen
2/22/2023	0.1	Follow up with legal team regarding PMK deposition.	\$	260.00	\$	26.00	Tim Hansen
2/22/2023	0.1	Discussion with legal team regarding PMK dates.	\$	260.00	\$	26.00	Tim Hansen
2/22/2023	0.2	Review OPC's additions to the IDC statement.	\$	260.00	\$	52.00	Tim Hansen
2/22/2023	0.1	Discussion with legal team regarding OPC's addition to the IDC statement.	\$	260.00	\$	26.00	Tim Hansen
2/22/2023	0.8	Reviewed/revised joint letter to Court in advance of discovery conference	\$	750.00	\$	600.00	Finn Dusenbery
2/22/2023	0.1	Send IDC letter to OPC with additional red-lines for review.	\$	260.00	\$	26.00	Tim Hansen
2/22/2023	0.1	Read email from OPC approving revisions to IDC statement.	\$	260.00	\$	26.00	Tim Hansen
2/22/2023	0.2	Prepare and finalize joint IDC letter.	\$	260.00	\$	52.00	Tim Hansen
2/22/2023	0.1	Send joint discovery conference statement to department clerk.	\$	260.00	\$	26.00	Tim Hansen
2/22/2023	0.2	Discussion with team re strategy for upcoming IDC	\$	550.00	\$	110.00	Paraskevi Batsikas
2/23/2023	0.1	Read email from mediator regarding the upcoming mediation.	\$	260.00	\$	26.00	Tim Hansen
2/23/2023	0.1	Docket mediation dates on firm calendar.	\$	260.00	\$	26.00	Tim Hansen

2/23/2023	0.1	Upload documents from mediator to case file.	\$	260.00	\$	26.00	Tim Hansen
2/23/2023	0.1	Discussion with Anjali regarding mediation fees.	\$	260.00	\$	26.00	Tim Hansen
2/23/2023	0.1	Messaged RO re: mediation, mediation fee, reviewed email from Justin Lo re: mediation	\$	750.00	\$	75.00	Finn Dusenbery
2/23/2023	0.1	Call with Travis Maher re: mediation	\$	750.00	\$	75.00	Finn Dusenbery
2/23/2023	1.8	Review IDC letter and status of discovery in advance of 2/27 informal discovery conference.	\$	650.00	\$	1,170.00	Kyle Wilson
2/24/2023	0.1	Emailed Justin Lo re: mediation	\$	750.00	\$	75.00	Finn Dusenbery
2/24/2023	0.2	Reviewed email from mediator Mark Rudy re: mediation fees, emailed defense re: participants at mediation and sharing cost of mediation	\$	750.00	\$	150.00	Finn Dusenbery
2/27/2023	0.1	Read email from OPC regarding ElderCare case and mediation.	\$	260.00	\$	26.00	Tim Hansen
2/27/2023	0.1	Review case docket regarding status of case and updates from the court.	\$	260.00	\$	26.00	Tim Hansen
2/27/2023	0.1	Discussion with legal team regarding IDC.	\$	260.00	\$	26.00	Tim Hansen
2/27/2023	0.1	Receive update from legal team regarding outcome of IDC.	\$	260.00	\$	26.00	Tim Hansen
2/27/2023	0.1	Docket Defendants' Deadline to Produce Meal Waivers & Pay/Time Records Per IDC on firm calendars.	\$	260.00	\$	26.00	Tim Hansen
2/27/2023	0.1	Reviewed email from defense re: participants at mediation and messaged RO re: same	\$	750.00	\$	75.00	Finn Dusenbery
2/27/2023	0.1	Emailed defense re: mediation participants	\$	750.00	\$	75.00	Finn Dusenbery
2/27/2023	1.2	Prepare for and attend IDC; provide update to litigation team.	\$	650.00	\$	780.00	Kyle Wilson
2/28/2023	0.1	Read email from co-counsel agreeing to mediate with our firm.	\$	260.00	\$	26.00	Tim Hansen
2/28/2023	0.1	Case meeting with legal team regarding status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
2/28/2023	0.1	Emailed co-counsel re: participants at mediation	\$	750.00	\$	75.00	Finn Dusenbery
2/28/2023	0.3	Search for Aguilar v. Elder Care complaint.	\$	260.00	\$	78.00	Tim Hansen
2/28/2023	0.1	Discussion with legal team regarding Aguilar complaint.	\$	260.00	\$	26.00	Tim Hansen
2/28/2023	0.1	Upload Tubuyo v Mercy complaint to case file.	\$	260.00	\$	26.00	Tim Hansen

		Reviewed complaints in cases against Almavia re: facts alleged, or claims, or defendants, who needs to participate at mediation, emailed co-counsel re:				
3/1/2023	1.3	participants at mediation	\$	750.00	\$	975.00 Finn Dusenbery
3/1/2023	0.2	Call with co-counsel re: participants at mediation	\$	750.00	\$	150.00 Finn Dusenbery
3/1/2023	0.1	Discuss mediation strategy with Finn Dusenbery and Robert Ottinger.	\$	650.00	\$	65.00 Kyle Wilson
3/1/2023	3.6	Several in-firm meetings re mediation and discovery issues.	\$	850.00	\$	3,060.00 Robert Ottinger
3/1/2023	0.1	Read email from OPC regarding meeting availability to discuss mediation.	\$	260.00	\$	26.00 Tim Hansen
3/1/2023	0.1	Schedule meeting with legal team and OPC regarding mediation.	\$	260.00	\$	26.00 Tim Hansen
3/1/2023	0.1	Call with RO and Kyle Wilson re: participants at mediation	\$	750.00	\$	75.00 Finn Dusenbery
3/1/2023	0.4	Calls with defense and co-counsel re: participants at mediation	\$	750.00	\$	300.00 Finn Dusenbery
3/1/2023	0.3	Discuss mediation proposal with LFJ and opposing counsel.	\$	650.00	\$	195.00 Kyle Wilson
3/2/2023	0.1	Discussion with legal team regarding mediation fee.	\$	260.00	\$	26.00 Tim Hansen
3/2/2023	0.1	Emailed co-counsel re: mediation fee	\$	750.00	\$	75.00 Finn Dusenbery
3/2/2023	0.1	Call with Ballesteros re: mediation, status of case	\$	750.00	\$	75.00 Finn Dusenbery
3/3/2023	0.1	Called and emailed defense re: discussions about mediation with Wilshire firm	\$	750.00	\$	75.00 Finn Dusenbery
3/3/2023	0.1	Emailed defense re: call with Wilshire firm about mediation	\$	750.00	\$	75.00 Finn Dusenbery
3/3/2023	0.1	Review case docket regarding status of case and updates from the court.	\$	260.00	\$	26.00 Tim Hansen
3/3/2023	0.1	Texted Travis Maher re: position on participants at mediation	\$	750.00	\$	75.00 Finn Dusenbery
3/3/2023	0.1	Read email from OPC regarding update on upcoming mediation.	\$	260.00	\$	26.00 Tim Hansen
3/6/2023	0.1	Emailed defense and call with Travis Maher re: mediation fee	\$	750.00	\$	75.00 Finn Dusenbery
3/6/2023	0.1	Case meeting with legal team regarding status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00 Tim Hansen
3/6/2023	0.1	Discuss case status and case strategy with Robert Ottinger, Finn Dusenbery, and Timothy Hansen.	\$	650.00	\$	65.00 Kyle Wilson
3/7/2023	0.1	Emailed defense re: mediation fee	\$	750.00	\$	75.00 Finn Dusenbery
3/7/2023	0.1	Texted with Travis Maher at LFJ re: mediation fee	\$	750.00	\$	75.00 Finn Dusenbery

3/8/2023	0.1	Read emails from parties regarding attendance at mediation.	\$	260.00	\$	26.00	Tim Hansen
3/8/2023	0.1	Texted co-counsel re: payment of mediation fee	\$	750.00	\$	75.00	Finn Dusenbery
3/8/2023	0.3	Called and emailed Janet Clark re: mediation fee, emailed co-counsel re: mediation fee	\$	750.00	\$	225.00	Finn Dusenbery
3/8/2023	0.1	Call with co-counsel Travis Maher re: mediation fee	\$	750.00	\$	75.00	Finn Dusenbery
3/8/2023	0.1	Emailed Yslas re: mediation fee	\$	750.00	\$	75.00	Finn Dusenbery
3/8/2023	0.1	Emailed defense re: mediation fee	\$	750.00	\$	75.00	Finn Dusenbery
3/8/2023	0.1	Discussion with legal team regarding last day to cancel mediation.	\$	260.00	\$	26.00	Tim Hansen
3/8/2023	0.1	Read email from OPC to class counsel regarding status of mediation.	\$	260.00	\$	26.00	Tim Hansen
3/9/2023	0.2	Emailed defense re: paying for other two plaintiffs' firms, call with Travis Maher at LFJ re: same and text with Travis Maher at LFJ re: calling defense about same	\$	750.00	\$	150.00	Finn Dusenbery
3/9/2023	0.1	Read email from mediator regarding mediation fees.	\$	260.00	\$	26.00	Tim Hansen
3/10/2023	0.1	Review case docket regarding status of case and updates from the court.	\$	260.00	\$	26.00	Tim Hansen
3/13/2023	0.1	Case meeting with legal team regarding status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
3/13/2023	0.1	Read email from OPC regarding class data information.	\$	260.00	\$	26.00	Tim Hansen
3/13/2023	0.1	Discussion with legal team regarding class data received from OPC.	\$	260.00	\$	26.00	Tim Hansen
3/13/2023	0.1	Upload mediation informal discovery produced by defendant to case file.	\$	260.00	\$	26.00	Tim Hansen
3/13/2023	0.1	Discussion with legal team regarding documents produced by defendant per the IDC.	\$	260.00	\$	26.00	Tim Hansen
3/13/2023	0.5	Review and summarize meal period waivers produced by defendant.	\$	260.00	\$	130.00	Tim Hansen
3/13/2023	0.2	Discussion with legal team regarding summary of those who signed meal period waivers.	\$	260.00	\$	52.00	Tim Hansen
3/13/2023	0.9	Reviewed emails from defense re: data and document production for mediation and reviewed document production for mediation	\$	750.00	\$	675.00	Finn Dusenbery
3/13/2023	0.1	Meeting to discuss case status and case strategy with Finn Dusenbery and Timothy Hansen.	\$	650.00	\$	65.00	Kyle Wilson

3/13/2023	0.5	Review documents produced prior to mediation.	\$	650.00	\$	325.00	Kyle Wilson
3/14/2023	0.1	Discussion with RO regarding upcoming mediation.	\$	260.00	\$	26.00	Tim Hansen
3/14/2023	0.1	Add Zoom link info for mediation to firm calendar.	\$	260.00	\$	26.00	Tim Hansen
3/14/2023	0.1	Discussion with legal team regarding confidentiality agreement.	\$	260.00	\$	26.00	Tim Hansen
3/14/2023	0.1	Send list of attendees and signed confidentiality agreement to mediator.	\$	260.00	\$	26.00	Tim Hansen
3/14/2023	0.6	Emailed defense re: outstanding discovery; called Kyle Wilson re: reaching out to co-counsel about mediation, damage estimate; call and email to co-counsel re: mediation statement, damage estimate	\$	750.00	\$	450.00	Finn Dusenbery
3/14/2023	0.1	Emailed co-counsel re: mediation statement, damage estimate	\$	750.00	\$	75.00	Finn Dusenbery
3/14/2023	0.1	Emailed mediator's secretary re: mediation brief	\$	750.00	\$	75.00	Finn Dusenbery
3/14/2023	0.1	Read email from legal team to OPC regarding status of document production per the IDC.	\$	260.00	\$	26.00	Tim Hansen
3/14/2023	1.2	Reviewed/revise damage estimate	\$	750.00	\$	900.00	Finn Dusenbery
3/14/2023	0.1	Upload timecard reports produced by defendant to case file.	\$	260.00	\$	26.00	Tim Hansen
3/14/2023	0.4	Reviewed Defendant's supplemental production of time records, emailed co-counsel at LFJ re: same and Defendant's counsel re: recent supplemental productions of pay and time records	\$	750.00	\$	300.00	Finn Dusenbery
3/14/2023	1.7	Review supplemental discovery responses	\$	650.00	\$	1,105.00	Kyle Wilson
3/15/2023	0.3	Reviewed/revise mediation statement, messaged Tim Hansen re: same	\$	750.00	\$	225.00	Finn Dusenbery
3/15/2023	0.1	Discussion with legal team regarding mediation statement.	\$	260.00	\$	26.00	Tim Hansen
3/15/2023	0.5	Finalize mediation statement and exhibits.	\$	260.00	\$	130.00	Tim Hansen
3/15/2023	0.1	Call with Finn regarding sending mediation statement to mediator and status of defendants' document production per the IDC.	\$	260.00	\$	26.00	Tim Hansen
3/15/2023	0.1	Send mediation statement and damage analysis to mediator.	\$	260.00	\$	26.00	Tim Hansen
3/15/2023	0.1	Upload mediation statement to case file.	\$	260.00	\$	26.00	Tim Hansen

		Check case docket regarding status of				
3/17/2023	0.1	case and updates from the court.	\$	260.00	\$ 26.00	Tim Hansen
3/21/2023	2.8	Attended mediation	\$	750.00	\$ 2,100.00	Finn Dusenbery
3/21/2023	3.6	Attended mediation	\$	750.00	\$ 2,700.00	Finn Dusenbery
3/21/2023	7.6	Prepare for and attend mediation.	\$	650.00	\$ 4,940.00	Kyle Wilson
3/22/2023	0.1	Review mediator's settlement proposal.	\$	260.00	\$ 26.00	Tim Hansen
		Docket deadline to respond to mediator's				
3/22/2023	0.1	settlement proposal on firm calendars.	\$	260.00	\$ 26.00	Tim Hansen
		Upload mediator's settlement proposal to				
3/22/2023	0.1	case file.	\$	260.00	\$ 26.00	Tim Hansen
		Discussion with legal team regarding				
3/22/2023	0.1	deadline to respond to mediator's				
		settlement proposal.	\$	260.00	\$ 26.00	Tim Hansen
		Review mediator's proposal and discuss				
3/22/2023	0.5	with Robert Ottinger.	\$	650.00	\$ 325.00	Kyle Wilson
		Review case docket regarding status of				
3/24/2023	0.1	case and updates from the court.	\$	260.00	\$ 26.00	Tim Hansen
		Case meeting with legal team regarding				
3/28/2023	0.1	status of case, pending deadlines, and				
		assignment of tasks.	\$	260.00	\$ 26.00	Tim Hansen
		Review case docket regarding status of				
3/31/2023	0.1	case and updates from the court.	\$	260.00	\$ 26.00	Tim Hansen
		Case meeting with legal team regarding				
4/3/2023	0.1	current status of case, pending deadlines,				
		and assignment of tasks.	\$	260.00	\$ 26.00	Tim Hansen
4/3/2023	0.1	Review court's 12/22/22 CMC order.	\$	260.00	\$ 26.00	Tim Hansen
4/3/2023	0.4	Begin work on draft joint CMC statement.	\$	260.00	\$ 104.00	Tim Hansen
		Read email from mediator regarding				
4/6/2023	0.1	response to settlement proposal.	\$	260.00	\$ 26.00	Tim Hansen
		Discussion with legal team regarding				
4/6/2023	0.1	deadline to accept mediator's settlement				
		proposal.	\$	260.00	\$ 26.00	Tim Hansen
4/6/2023	0.1	Reviewed mediator's proposal	\$	750.00	\$ 75.00	Finn Dusenbery
		Messages with RO and Kyle Wilson re:				
4/6/2023	0.1	settlement terms	\$	750.00	\$ 75.00	Finn Dusenbery
		Messages with RO and Kyle Wilson re:				
4/6/2023	0.1	terms of settlement	\$	750.00	\$ 75.00	Finn Dusenbery
		Calls with Kyle Wilson and Robert Ottinger				
4/6/2023	0.2	re: settlement agreement and preliminary				
		approval memo	\$	750.00	\$ 150.00	Finn Dusenbery
		Read email from mediator regarding				
4/6/2023	0.1	settlement of case.	\$	260.00	\$ 26.00	Tim Hansen
		Meeting with Finn and Kyle working on the				
4/6/2023	1.5	long form agreement and MPA.				
		Discussion of next steps.	\$	850.00	\$ 1,275.00	Robert Ottinger

4/6/2023	0.1	Meeting with Finn Dusenbery to discuss long-form settlement and preliminary approval motion.	\$	650.00	\$	65.00	Kyle Wilson
4/6/2023	0.5	Discuss mediator's proposal with Robert Ottinger and Finn Dusenbery.	\$	650.00	\$	325.00	Kyle Wilson
4/6/2023	2.3	Begin drafting long form settlement agreement.	\$	650.00	\$	1,495.00	Kyle Wilson
4/7/2023	0.3	Prepare draft joint CMC statement.	\$	260.00	\$	78.00	Tim Hansen
4/7/2023	0.1	Discussion with legal team regarding review of draft joint CMC statement.	\$	260.00	\$	26.00	Tim Hansen
4/7/2023	0.1	Receive approval from legal team on joint CMC statement.	\$	260.00	\$	26.00	Tim Hansen
4/7/2023	0.1	Send draft CMC statement to OPC for review.	\$	260.00	\$	26.00	Tim Hansen
4/7/2023	0.1	Check case docket for tentative rulings and updates from court.	\$	260.00	\$	26.00	Tim Hansen
4/7/2023	0.1	Send finalized version of joint CMC statement to OPC for signature.	\$	260.00	\$	26.00	Tim Hansen
4/7/2023	0.1	Discuss motion to consolidate with Finn Dusenbery.	\$	650.00	\$	65.00	Kyle Wilson
4/10/2023	0.1	Obtain executed copy of joint CMC statement from OPC.	\$	260.00	\$	26.00	Tim Hansen
4/10/2023	0.1	Prepare proof of service for joint CMC statement.	\$	260.00	\$	26.00	Tim Hansen
4/10/2023	0.1	Finalize and prepare joint CMC statement for filing with the court.	\$	260.00	\$	26.00	Tim Hansen
4/10/2023	0.1	File joint CMC statement with the court.	\$	260.00	\$	26.00	Tim Hansen
4/10/2023	0.1	Serve copy of joint CMC statement on OPC via email.	\$	260.00	\$	26.00	Tim Hansen
4/10/2023	0.1	Case meeting with legal team regarding status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
4/10/2023	0.2	Meeting with Robert Ottinger, Finn Dusenbery, and Timothy Hansen to discuss case status and case strategy.	\$	650.00	\$	130.00	Kyle Wilson
4/12/2023	0.1	Reviewed/revised draft MOU	\$	750.00	\$	75.00	Finn Dusenbery
4/12/2023	0.6	Reviewed/revised draft MOU	\$	750.00	\$	450.00	Finn Dusenbery
4/13/2023	0.1	Reviewed/revised MOU	\$	750.00	\$	75.00	Finn Dusenbery
4/13/2023	0.2	Reviewed/revised draft MOU	\$	750.00	\$	150.00	Finn Dusenbery
4/13/2023	0.4	Reviewed draft MOU	\$	750.00	\$	300.00	Finn Dusenbery
4/14/2023	0.1	Discussion with legal team regarding status of CMC.	\$	260.00	\$	26.00	Tim Hansen
4/14/2023	0.1	Check case docket for TR RE CMC.	\$	260.00	\$	26.00	Tim Hansen
4/14/2023	0.1	Email to Department 304 regarding status of CMC.	\$	260.00	\$	26.00	Tim Hansen
4/14/2023	0.1	Discussion with legal team regarding CMC.	\$	260.00	\$	26.00	Tim Hansen

4/14/2023	0.1	Email to OPC regarding utilizing Zoom for CMC.	\$	260.00	\$	26.00	Tim Hansen
4/14/2023	0.1	Calls to OPC (no answer) and voicemail regarding attendance at CMC.	\$	260.00	\$	26.00	Tim Hansen
4/14/2023	0.1	Phone call with TH regarding CMC M&C requirements.	\$	260.00	\$	26.00	Jolen Medwid
4/14/2023	0.1	Read email from OPC agreeing to use Zoom for the 4/17 CMC.	\$	260.00	\$	26.00	Tim Hansen
4/14/2023	0.1	Email list of attendees for the CMC to the court.	\$	260.00	\$	26.00	Tim Hansen
4/17/2023	0.3	Internal discussions regarding case management conference.	\$	260.00	\$	78.00	Tim Hansen
4/17/2023	0.1	Case meeting with legal team regarding status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
4/17/2023	0.1	Review court's order regarding the 4/17/23 CMC.	\$	260.00	\$	26.00	Tim Hansen
4/17/2023	0.1	Upload court's 4/17/23 CMC order to case file.	\$	260.00	\$	26.00	Tim Hansen
4/17/2023	0.1	Docket CMC and related deadlines on firm calendar.	\$	260.00	\$	26.00	Tim Hansen
4/18/2023	0.1	Reviewed email from co-counsel re: draft MOUs	\$	750.00	\$	75.00	Finn Dusenbery
4/20/2023	0.1	Upload filed stamped copy of Joint CMC statement to case file.	\$	260.00	\$	26.00	Tim Hansen
4/21/2023	0.1	Check case docket for updates from the court.	\$	260.00	\$	26.00	Tim Hansen
4/24/2023	0.1	Emailed co-counsel re: edits to draft MOU	\$	750.00	\$	75.00	Finn Dusenbery
4/24/2023	0.1	Case meeting with legal team regarding status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
4/24/2023	0.2	Discuss case status and strategy with Robert Ottinger, Finn Dusenbery, and Timothy Hansen.	\$	650.00	\$	130.00	Kyle Wilson
5/1/2023	0.1	Case meeting with legal team regarding status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
5/1/2023	0.1	Emailed co-counsel re: draft of long-form settlement agreement	\$	750.00	\$	75.00	Finn Dusenbery
5/1/2023	0.2	Meeting to discuss case status and case strategy.	\$	650.00	\$	130.00	Kyle Wilson
5/3/2023	0.1	Call with Tim Hansen re: appropriate procedure to consolidate or coordinate cases	\$	750.00	\$	75.00	Finn Dusenbery
5/3/2023	0.1	Phone call with TH regarding process re coordination of cases.	\$	260.00	\$	26.00	Jolen Medwid

		Research proper procedure for coordinating or consolidating actions for				
5/3/2023	1.3	settlement.	\$	260.00	\$	338.00 Tim Hansen
5/3/2023	0.7	Begin work on Petition for Coordination.	\$	260.00	\$	182.00 Tim Hansen
		Research procedure for removal of case				
5/5/2023	0.3	from San Francisco to Alameda.	\$	260.00	\$	78.00 Tim Hansen
		Call with TH regarding				
5/5/2023	0.1	coordination/consolidation procedures.	\$	260.00	\$	26.00 Jolen Medwid
		Case meeting with legal team regarding				
5/8/2023	0.1	status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00 Tim Hansen
		Meeting to discuss case status and case strategy with Robert Ottinger and Timothy				
5/8/2023	0.2	Hansen. Discuss motion to transfer venue.	\$	650.00	\$	130.00 Kyle Wilson
5/9/2023	0.1	Discuss settlement status with client.	\$	650.00	\$	65.00 Kyle Wilson
		Discuss settlement estimate with Robert				
5/9/2023	0.2	Ottinger.	\$	650.00	\$	130.00 Kyle Wilson
		Research motion to transfer venue to				
5/10/2023	1.3	Alameda County to coordinate cases.	\$	650.00	\$	845.00 Kyle Wilson
5/10/2023	0.7	Begin drafting motion to transfer venue.	\$	650.00	\$	455.00 Kyle Wilson
		Read email from co-counsel regarding				
5/17/2023	0.1	revisions to MOU.	\$	260.00	\$	26.00 Tim Hansen
		Discussion with legal team regarding draft				
5/17/2023	0.1	MOU.	\$	260.00	\$	26.00 Tim Hansen
5/17/2023	0.3	Review revised MOU draft from LFJ.	\$	650.00	\$	195.00 Kyle Wilson
5/17/2023	0.6	Revise long form settlement agreement.	\$	650.00	\$	390.00 Kyle Wilson
		Discussion with legal team regarding final				
5/19/2023	0.1	version of MOU.	\$	260.00	\$	26.00 Tim Hansen
		Case meeting with legal team regarding				
5/22/2023	0.1	status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00 Tim Hansen
		Discuss case status with Robert Ottinger				
5/22/2023	0.1	and Timothy Hansen.	\$	650.00	\$	65.00 Kyle Wilson
		Discussion with legal team regarding				
5/24/2023	0.1	settlement agreement.	\$	260.00	\$	26.00 Tim Hansen
		Send settlement agreement to client for				
5/24/2023	0.1	review and signature.	\$	260.00	\$	26.00 Tim Hansen
		Obtain signed settlement agreement from				
5/24/2023	0.1	client.	\$	260.00	\$	26.00 Tim Hansen
		Send signed settlement agreement to co-				
5/24/2023	0.1	counsel.	\$	260.00	\$	26.00 Tim Hansen
5/24/2023	0.2	Call with plaintiff to discuss settlement.	\$	650.00	\$	130.00 Kyle Wilson
		Final review of MOU before sending to				
5/24/2023	0.2	client for signature.	\$	650.00	\$	130.00 Kyle Wilson
		Review case docket for updates from the				
5/26/2023	0.1	court and status of pending hearings.	\$	260.00	\$	26.00 Tim Hansen

6/9/2023	0.1	Review case docket to determine status of pending hearings and to check for updates from the court.	\$	260.00	\$	26.00	Tim Hansen
6/12/2023	0.1	Case meeting with legal team regarding status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
6/12/2023	0.1	Meeting with Timothy Hansen to discuss case status and case strategy.	\$	650.00	\$	65.00	Kyle Wilson
6/23/2023	5.2	Draft motion for preliminary approval.	\$	650.00	\$	3,380.00	Kyle Wilson
7/3/2023	0.1	Read email from OPC regarding additional terms for settlement agreement.	\$	260.00	\$	26.00	Tim Hansen
7/3/2023	0.1	Read email from OPC regarding including all defendant related entities in settlement.	\$	260.00	\$	26.00	Tim Hansen
7/3/2023	0.1	Case meeting with legal team regarding status of case, pending deadlines, and assignment of tasks.	\$	260.00	\$	26.00	Tim Hansen
7/3/2023	0.1	Read email from co-counsel confirming settlement includes all Elder Care locations.	\$	260.00	\$	26.00	Tim Hansen
7/3/2023	0.1	Discuss case status with Timothy Hansen.	\$	650.00	\$	65.00	Kyle Wilson
7/3/2023	1.2	Draft supporting documents for motion for preliminary approval.	\$	650.00	\$	780.00	Kyle Wilson
7/5/2023	0.1	Discussion with legal team regarding terms for long-form settlement agreement.	\$	260.00	\$	26.00	Tim Hansen
7/5/2023	0.2	Discussion with KW regarding motion for preliminary approval.	\$	260.00	\$	52.00	Tim Hansen
7/5/2023	2.2	Continue drafting motion for preliminary approval and declaration of Robert Ottinger.	\$	650.00	\$	1,430.00	Kyle Wilson
7/6/2023	0.2	Provide update re: settlement status to client.	\$	650.00	\$	130.00	Kyle Wilson
7/10/2023	0.6	Review and revise long form settlement agreement; discussion with team re same	\$	550.00	\$	330.00	Paraskevi Batsikas
7/10/2023	0.3	Review and revise settlement agreement to comply with LA checklist re same	\$	550.00	\$	165.00	Paraskevi Batsikas
7/10/2023	0.1	Discussion with team re revisions to settlement agreement	\$	550.00	\$	55.00	Paraskevi Batsikas
7/11/2023	0.1	Email long-form settlement agreement to co-counsel.	\$	260.00	\$	26.00	Tim Hansen
7/11/2023	0.1	Upload signed MOU to case file.	\$	260.00	\$	26.00	Tim Hansen
7/10/2023	2.2	Draft/revise MPA ISO motion for preliminary approval.	\$	650.00	\$	1,430.00	Kyle Wilson

		Follow up to coco re revisions to long form				
8/7/2023	0.1	settlement agreement	\$	550.00	\$ 55.00	Paraskevi Batsikas
8/7/2023	3.2	Continue to draft MPA	\$	550.00	\$ 1,760.00	Paraskevi Batsikas
8/7/2023	0.2	Call with client to discuss status update.	\$	650.00	\$ 130.00	Kyle Wilson
8/9/2023	0.1	Communication with OPC and cocos re status of long form settlement and MPA	\$	550.00	\$ 55.00	Paraskevi Batsikas
8/9/2023	0.3	Call with RO to discuss strategy for consolidation	\$	650.00	\$ 195.00	Paraskevi Batsikas
8/10/2023	0.1	Call with OPC re consolidation of cases	\$	650.00	\$ 65.00	Paraskevi Batsikas
8/10/2023	0.1	Update to team re call with OPC and status of coco review of settlement agreement	\$	650.00	\$ 65.00	Paraskevi Batsikas
8/11/2023	0.2	Review and revise draft joint CMC statement	\$	650.00	\$ 130.00	Paraskevi Batsikas
8/11/2023	0.1	Communication with OPC forwarding Joint CMC Statement for review/edit	\$	650.00	\$ 65.00	Paraskevi Batsikas
8/16/2023	0.5	Training SS on filing via File and Serve Express.	\$	260.00	\$ 130.00	Jolen Medwid
8/16/2023	0.6	Joint Status Conference Statement -- drafted/attached PoS and filed through File&ServeXpress; served via FSX and email	\$	550.00	\$ 330.00	Shiva Shah
8/16/2023	0.1	Receipt and review of email from OPC re no edits to Joint CMC statement; response to OPC to confirm approval to electronic sign	\$	650.00	\$ 65.00	Paraskevi Batsikas
8/16/2023	0.1	Discussion with OPC re strategy to consolidate cases	\$	650.00	\$ 65.00	Paraskevi Batsikas
8/16/2023	0.1	Update to team re CMC statement finalized and task to SRS to file	\$	550.00	\$ 55.00	Paraskevi Batsikas
8/16/2023	0.1	Update to team re strategy for consolidation; task to SRS to draft Alameda complaint	\$	550.00	\$ 55.00	Paraskevi Batsikas
8/16/2023	0.1	Follow up to co-counsel re sending long form agreement to all parties on Monday and need edits by Friday EOD	\$	550.00	\$ 55.00	Paraskevi Batsikas
8/17/2023	1.5	Drafting FAC into Alameda SC complaint and revising original FAC for consistency/accuracy	\$	550.00	\$ 825.00	Shiva Shah
8/17/2023	0.1	Communication with SRS re complaint for Alameda court	\$	550.00	\$ 55.00	Paraskevi Batsikas
8/21/2023	0.3	Review LFJ and Work Lawyers edits to agreement	\$	550.00	\$ 165.00	Paraskevi Batsikas
8/21/2023	0.1	Forward draft settlement agreement to Bils Wilshire Firm	\$	550.00	\$ 55.00	Paraskevi Batsikas

8/21/2023	0.1	Communication with OPC re status of long form agreement and dismissal/refiling of our action	\$	550.00	\$	55.00	Paraskevi Batsikas
8/21/2023	0.1	Update to team re status of edits to long form agreement	\$	550.00	\$	55.00	Paraskevi Batsikas
8/23/2023	0.1	Uploaded order regarding CMC to file.	\$	260.00	\$	26.00	Jolen Medwid
8/23/2023	0.1	Internal communication regarding order continuing CMC.	\$	260.00	\$	26.00	Jolen Medwid
8/23/2023	0.1	Downloaded file stamped joint CMC statement and uploaded to file.	\$	260.00	\$	26.00	Jolen Medwid
8/23/2023	0.4	Reviewed file and serve invoices from 8/22-8/23 and added expenses to Clio.	\$	260.00	\$	104.00	Jolen Medwid
8/25/2023	0.6	Review and revise complaint for Alameda county	\$	550.00	\$	330.00	Paraskevi Batsikas
8/25/2023	0.1	Discussion with team re revised complaint for Alameda county	\$	550.00	\$	55.00	Paraskevi Batsikas
8/25/2023	0.5	Review Blis edits to long form settlement agreement; forward to all P attys	\$	550.00	\$	275.00	Paraskevi Batsikas
8/25/2023	0.1	Update to team re additional edits to long form settlement agreement from Blis	\$	550.00	\$	55.00	Paraskevi Batsikas
8/31/2023	0.3	Finalize settlement agreement to forward to D	\$	550.00	\$	165.00	Paraskevi Batsikas
8/31/2023	0.1	Forward settlement agreement to D	\$	550.00	\$	55.00	Paraskevi Batsikas
9/1/2023	0.2	Finalize draft Alameda complaint and format as draft; forward to OPC for review/input before filing	\$	550.00	\$	110.00	Paraskevi Batsikas
9/1/2023	0.1	Communication with RO re draft Alameda complaint	\$	550.00	\$	55.00	Paraskevi Batsikas
9/18/2023	0.1	Follow up to D re draft Alameda complaint	\$	550.00	\$	55.00	Paraskevi Batsikas
9/19/2023	0.1	Receipt and review of D edit to Alameda complaint	\$	550.00	\$	55.00	Paraskevi Batsikas
9/19/2023	0.1	Communication with team re finalizing and filing complaint for filing in Alameda	\$	550.00	\$	55.00	Paraskevi Batsikas
9/21/2023	0.4	Drafted CCCS and Summons for Alameda cty filing and walked EC through steps	\$	550.00	\$	220.00	Shiva Shah
9/21/2023	0.2	Walked EC through case initiation filing	\$	550.00	\$	110.00	Shiva Shah
9/21/2023	0.5	Organize and file Alameda Complaint, Civil Cover Sheet and Summons.	\$	260.00	\$	130.00	Erin Conn
9/27/2023	0.4	Call with J. Medwid to discuss rejected filing.	\$	260.00	\$	104.00	Erin Conn
9/27/2023	0.2	Draft, organize and send email to OneLegal rep re rejected court filing.	\$	260.00	\$	52.00	Erin Conn
9/27/2023	0.5	Review rejection notice from One Legal and filings with EO. Attempted to re-file.	\$	260.00	\$	130.00	Jolen Medwid
9/29/2023	0.2	Enter expense; Save invoice.	\$	260.00	\$	52.00	Erin Conn

9/29/2023	0.8	Begin drafting motion to consolidate	\$	750.00	\$	600.00	Lynsey Johnson
10/2/2023	2.8	Draft motion to consolidate.	\$	750.00	\$	2,100.00	Lynsey Johnson
10/2/2023	0.2	Organize and re file complaint, cover sheet and summons. Filing rejected previously.	\$	260.00	\$	52.00	Erin Conn
10/2/2023	0.2	Communication with client re status of settlement	\$	550.00	\$	110.00	Paraskevi Batsikas
10/2/2023	0.4	Research and pull answer from other Almadia cases.	\$	260.00	\$	104.00	Erin Conn
10/2/2023	0.1	Communication with LJ re motion to consolidate	\$	550.00	\$	55.00	Paraskevi Batsikas
10/2/2023	0.1	Communication with LJ and KW re commonality of Ds/claims	\$	550.00	\$	55.00	Paraskevi Batsikas
10/2/2023	1.1	Continue drafting MPA	\$	550.00	\$	605.00	Paraskevi Batsikas
10/3/2023	0.4	Draft templates (proof of service, CMC Statements, Motion) for future use	\$	260.00	\$	104.00	Erin Conn
10/4/2023	2.1	Revise motion to consolidate and draft declaration.	\$	750.00	\$	1,575.00	Lynsey Johnson
10/2/2023	0.2	Discuss procedural history of case with litigation team.	\$	650.00	\$	130.00	Kyle Wilson
10/6/2023	0.2	Calendar new deadlines for Alameda case.	\$	260.00	\$	52.00	Erin Conn
10/6/2023	0.2	Download and save file stamp copies of Complaint, Civil Cover Sheet, Summons, and Notice of CMC Hearing from Alameda County to file.	\$	260.00	\$	52.00	Erin Conn
10/6/2023	0.2	Draft, organize and send email correspondence to defense counsel re Complaint, Civil Cover Sheet, Summons and Notice of CMC Hearing.	\$	260.00	\$	52.00	Erin Conn
10/6/2023	0.2	Enter expense; Download and save invoice to case file.	\$	260.00	\$	52.00	Erin Conn
10/9/2023	0.6	Review and revise draft motion to consolidate	\$	550.00	\$	330.00	Paraskevi Batsikas
10/10/2023	1.3	Finalize motion to consolidate.	\$	750.00	\$	975.00	Lynsey Johnson
10/19/2023	2.4	Divide case time alma alpha	\$	750.00	\$	1,800.00	Lynsey Johnson
10/20/2023	0.2	Call with LJ to discuss settlement, MPA, and next steps, etc.	\$	550.00	\$	110.00	Paraskevi Batsikas
10/20/2023	0.1	Follow up to OPC re long form settlement agreement	\$	550.00	\$	55.00	Paraskevi Batsikas
10/20/2023	0.1	Communication with P attys re motion to consolidate edits	\$	550.00	\$	55.00	Paraskevi Batsikas
10/20/2023	0.1	Staff meeting to discuss status and next steps	\$	550.00	\$	55.00	Paraskevi Batsikas
10/20/2023	0.2	Staff meeting and discussion of case and settlement status.	\$	550.00	\$	110.00	Shiva Shah

10/23/2023	0.1	Download and save defense edits to motion to consolidate and other case first amended complaint.	\$	260.00	\$	26.00	Erin Conn
10/23/2023	0.1	Send team defense edits to motion to consolidate.	\$	260.00	\$	26.00	Erin Conn
10/26/2023	0.1	Communication with team re status of MPA brief	\$	550.00	\$	55.00	Paraskevi Batsikas
10/26/2023	0.1	Follow up to OPC re accepting service for complaint filed in Alameda	\$	550.00	\$	55.00	Paraskevi Batsikas
10/27/2023	0.1	Communication with EC re sending N&A to OPC for Alameda Complaint	\$	550.00	\$	55.00	Paraskevi Batsikas
10/27/2023	0.2	Meeting with team to discuss status of case	\$	550.00	\$	110.00	Paraskevi Batsikas
10/27/2023	0.1	Discussed status of case & settlement with staff	\$	550.00	\$	55.00	Shiva Shah
10/27/2023	2.5	Continue working on MPA	\$	550.00	\$	1,375.00	Paraskevi Batsikas
10/30/2023	0.7	Continue working on MPA	\$	550.00	\$	385.00	Paraskevi Batsikas
10/30/2023	0.1	Call with LJ and SRS re status of responses from OPC and Ps attys	\$	550.00	\$	55.00	Paraskevi Batsikas
10/31/2023	0.2	Review draft notice and acknowledgement prepared by EC	\$	550.00	\$	110.00	Paraskevi Batsikas
10/31/2023	0.1	Receipt and review of communication from OPC re status of edits to long form agreement	\$	550.00	\$	55.00	Paraskevi Batsikas
10/31/2023	0.1	Update to team re status of long form agreement, motion to consolidate, MPA, and Almavia complaint	\$	550.00	\$	55.00	Paraskevi Batsikas
11/1/2023	0.1	Revise notice and acknowledgment.	\$	260.00	\$	26.00	Erin Conn
11/1/2023	0.1	Draft, organize and send email correspondence re notice and acknowledgement.	\$	260.00	\$	26.00	Erin Conn
11/1/2023	0.1	Calendar deadlines for answer.	\$	260.00	\$	26.00	Erin Conn
10/31/2023	2.1	Review and revise MPA	\$	550.00	\$	1,155.00	Paraskevi Batsikas
11/1/2023	0.1	Communication with OPC scheduling call to discuss funding schedule	\$	550.00	\$	55.00	Paraskevi Batsikas
11/1/2023	0.1	Update to team re emails from OPC scheduling call to discuss funding schedule	\$	550.00	\$	55.00	Paraskevi Batsikas
11/1/2023	1.4	Final review and revisions to MPA; post for team review; update to team re same	\$	550.00	\$	770.00	Paraskevi Batsikas
11/2/2023	0.1	Staff meeting regarding status of case and drafted MPA	\$	550.00	\$	55.00	Shiva Shah
11/2/2023	0.1	Meeting with team to discuss status and next steps	\$	550.00	\$	55.00	Paraskevi Batsikas
11/2/2023	0.1	Update to team and Asana re case status and next steps	\$	550.00	\$	55.00	Paraskevi Batsikas

		Receipt and review of notice and acknowledgement from OPC; task for EC					
11/2/2023	0.1	to file	\$	550.00	\$	55.00	Paraskevi Batsikas
11/3/2023	0.1	Communication with LJ re call with OPC	\$	550.00	\$	55.00	Paraskevi Batsikas
		Follow up to Ghosh re her firm's edits to					
11/3/2023	0.1	motion to consolidate	\$	550.00	\$	55.00	Paraskevi Batsikas
11/3/2023	0.1	Call with OPC to discuss funding schedule	\$	550.00	\$	55.00	Paraskevi Batsikas
		Review OPC edits to long form settlement					
11/2/2023	0.3	agreement	\$	550.00	\$	165.00	Paraskevi Batsikas
		Organize and file Notice and					
11/3/2023	0.4	Acknowledgement.	\$	260.00	\$	104.00	Erin Conn
		Communication with P attys re setting up					
11/3/2023	0.1	call to discuss status of settlement	\$	550.00	\$	55.00	Paraskevi Batsikas
		Call with RO to discuss proposed funding					
11/3/2023	0.1	schedule	\$	550.00	\$	55.00	Paraskevi Batsikas
11/3/2023	0.1	Communication with EC re filing N&A	\$	550.00	\$	55.00	Paraskevi Batsikas
11/3/2023	0.2	Review and revise POS for N&A	\$	550.00	\$	110.00	Paraskevi Batsikas
		Research case docket to pull new					
11/6/2023	0.2	documents.	\$	260.00	\$	52.00	Erin Conn
		Receipt and review of email from P atty					
11/6/2023	0.1	with availability for call; response re same	\$	550.00	\$	55.00	Paraskevi Batsikas
		Follow up to P atty (LFJ) re availability for					
11/6/2023	0.1	call	\$	550.00	\$	55.00	Paraskevi Batsikas
11/7/2023	0.4	Draft proof of service for attorney review.	\$	260.00	\$	104.00	Erin Conn
		Communication with P attys re status call;					
		schedule call with plaintiff attys to discuss					
		settlement status and send invite; update					
11/7/2023	0.1	calendars	\$	550.00	\$	55.00	Paraskevi Batsikas
11/7/2023	0.1	Update to team re call with P attys	\$	550.00	\$	55.00	Paraskevi Batsikas
		Organize and prepare filing of proof of					
11/7/2023	0.4	service and notice and acknowlegment.	\$	260.00	\$	104.00	Erin Conn
		Draft, organize and send email					
		correspondence re order deeming case					
11/8/2023	0.1	complex.	\$	260.00	\$	26.00	Erin Conn
		Call with P attys to discuss status of					
11/9/2023	0.7	settlement and next steps	\$	550.00	\$	385.00	Paraskevi Batsikas
		Update to Asana re P atty call summary					
11/9/2023	0.2	and next steps; assign tasks accordingly	\$	550.00	\$	110.00	Paraskevi Batsikas
		Receipt and review of revised long form					
11/9/2023	0.4	settlement agreement from LFJ	\$	550.00	\$	220.00	Paraskevi Batsikas
		Review and revise stipulation for					
11/10/2023	0.3	consolidation	\$	550.00	\$	165.00	Paraskevi Batsikas
		Enter expenses; Download and save					
11/10/2023	0.1	invoice.	\$	260.00	\$	26.00	Erin Conn

11/10/2023	0.1	Meeting with team to discuss status of case and next steps	\$	550.00	\$	55.00	Paraskevi Batsikas
11/13/2023	0.1	Search case docket for any new documents.	\$	260.00	\$	26.00	Erin Conn
11/13/2023	0.3	Drafted Notice of dismissal and researched requirement for dismissal of class action.	\$	550.00	\$	165.00	Shiva Shah
11/20/2023	0.1	Enter expense; Download and save invoice to case file.	\$	260.00	\$	26.00	Erin Conn
11/20/2023	0.2	Re-filed POS (NAR) for Almadia.	\$	260.00	\$	52.00	Jolen Medwid
11/29/2023	0.2	Filed POS of Summons for Alameda.	\$	260.00	\$	52.00	Jolen Medwid
11/29/2023	0.1	Added expense for filing POS for Alameda County.	\$	260.00	\$	26.00	Jolen Medwid
11/29/2023	2	Reviewed case file and drafted declaration for dismissal	\$	550.00	\$	1,100.00	Shiva Shah
12/1/2023	0.1	Updated status and next steps for case	\$	550.00	\$	55.00	Shiva Shah
12/1/2023	0.2	Discussed current case status and strategized next steps for consolidation and settlement	\$	550.00	\$	110.00	Shiva Shah
12/1/2023	0.3	Reviewed/Revised Stipulation for Consolidation	\$	550.00	\$	165.00	Shiva Shah
12/1/2023	0.8	Review MPA ISO preliminary approval.	\$	750.00	\$	600.00	Lynsey Johnson
12/1/2023	0.2	Discussed position on consolidation, fee sharing, and follow up email.	\$	550.00	\$	110.00	Shiva Shah
12/1/2023	0.1	Team meeting regarding status and next steps.	\$	260.00	\$	26.00	Jolen Medwid
12/1/2023	1.8	Started draft of RO dec iso MPA	\$	550.00	\$	990.00	Shiva Shah
12/4/2023	5.2	Drafted Declaration iso Motion of Preliminary Approval	\$	550.00	\$	2,860.00	Shiva Shah
12/5/2023	0.4	Review MPA in support of preliminary approval.	\$	750.00	\$	300.00	Lynsey Johnson
12/6/2023	0.1	Email update to client on status of case.	\$	260.00	\$	26.00	Jolen Medwid
12/7/2023	0.1	Call with LJ to discuss next steps.	\$	260.00	\$	26.00	Jolen Medwid
12/11/2023	0.1	Added file and serve expenses.	\$	260.00	\$	26.00	Jolen Medwid
12/21/2023	0.1	Created report of upcoming tasks and deadlines for next month.	\$	260.00	\$	26.00	Jolen Medwid
12/26/2023	0.2	Uploaded settlement administrator bids to file. Organized files.	\$	260.00	\$	52.00	Jolen Medwid
12/26/2023	0.1	Internal communication with team regarding settlement administration quotes.	\$	260.00	\$	26.00	Jolen Medwid
12/29/2023	0.3	Update calendar and tasks in Asana, Outlook and Clio for upcoming deadlines.	\$	260.00	\$	78.00	Jolen Medwid
1/4/2024	4	Revise/Check Citations/Review MPA and Declaration	\$	650.00	\$	2,600.00	Abby Simmons
9/28/2020	0.1	New w&h case	\$	850.00	\$	85.00	Robert Ottinger

1/16/2024	0.1	Check Court Docket for Case 22CV022908	\$	260.00	\$	26.00	Taj Singh
1/16/2024	0.2	Check Court Docket for Case 23CV046186	\$	260.00	\$	52.00	Taj Singh
1/16/2024	0.2	Check Court Docket for Case RG21090600	\$	260.00	\$	52.00	Taj Singh
1/16/2024	0.2	Check Court Docket for Case RG21102829	\$	260.00	\$	52.00	Taj Singh
1/16/2024	0.2	Check Court Docket for Case RG21107053	\$	260.00	\$	52.00	Taj Singh
1/16/2024	0.4	Call with OPC re payment schedule. Review agreements and filings.	\$	850.00	\$	340.00	Robert Ottinger
1/17/2024	0.2	Checked Case Docket and reviewed upcoming hearings and notated information into excel sheets for attorney.	\$	260.00	\$	52.00	Taj Singh
1/18/2024	2	Review MPA agreement and compare to settlement agreement	\$	650.00	\$	1,300.00	Abby Simmons
9/15/2020	0.3	New W&H case and alert the team	\$	850.00	\$	255.00	Robert Ottinger
1/13/2021	0.8	review draft complaint with AM	\$	850.00	\$	680.00	Robert Ottinger
2/16/2021	0.1	Call with FD and defense re: extension for answer	\$	850.00	\$	85.00	Robert Ottinger
1/24/2024	0.2	Communicate with plaintiffs' counsel re R. Ottinger's availability for phone call.	\$	260.00	\$	52.00	Erin Conn
1/29/2024	0.6	Checked Case Dockets on the several cases to locate upcoming hearing for this week.	\$	260.00	\$	156.00	Taj Singh
1/29/2024	0.2	Downloaded Docket and Tentative Ruling, posted it to file.	\$	260.00	\$	52.00	Taj Singh
3/1/2021	0.3	Discussed defendant's letter re: meet and confer on amending complaint with FD and AM	\$	850.00	\$	255.00	Robert Ottinger
3/4/2021	1	review the revised draft complaint	\$	850.00	\$	850.00	Robert Ottinger
3/8/2021	0.3	Reviewed and edited amended complaint	\$	850.00	\$	255.00	Robert Ottinger
5/24/2021	0.3	Review CMC Statement before sent to OPC	\$	850.00	\$	255.00	Robert Ottinger
8/9/2021	0.5	Reviewed drafted document requests and special interrogatories	\$	850.00	\$	425.00	Robert Ottinger
9/23/2021	0.3	Discuss the call with defense with FD	\$	850.00	\$	255.00	Robert Ottinger
9/30/2021	0.1	Discussed call with FD re collaborating with co-counsel	\$	850.00	\$	85.00	Robert Ottinger
2/1/2024	1.2	Finalize MPA	\$	750.00	\$	900.00	Lynsey Johnson
10/5/2021	0.1	Discuss with FD re: emailing co-counsel re: meet and confer and co-counsel agreement	\$	850.00	\$	85.00	Robert Ottinger

10/12/2021	0.6	Reviewed FD draft email to defense re: meet and confer, responses to special rogs and complaint	\$	850.00	\$	510.00	Robert Ottinger
10/15/2021	0.2	Reviewed FD's email from defense re: motion to compel and messaged with FD and AM	\$	850.00	\$	170.00	Robert Ottinger
10/28/2021	0.4	Reviewed co-counsel agreement, messaged FD	\$	850.00	\$	340.00	Robert Ottinger
11/16/2021	0.2	Discussed emails with FD & JM re: defense re: discovery responses	\$	850.00	\$	170.00	Robert Ottinger
11/19/2021	0.1	Messaged with FD re: stay of discovery	\$	850.00	\$	85.00	Robert Ottinger
11/22/2021	0.1	Messaged with FD re: possible mediator	\$	850.00	\$	85.00	Robert Ottinger
11/30/2021	0.2	Discuss email with FD re: co-counsel and adding plaintiff's counsel in third case and proposed revisions to co-counsel agreement	\$	850.00	\$	170.00	Robert Ottinger
1/4/2022	0.3	Discuss FD's email to defense re: demands for pre-mediation discovery	\$	850.00	\$	255.00	Robert Ottinger
2/7/2024	0.3	communicate in firm regarding case status and pre-mediation discovery request with BW	\$	850.00	\$	255.00	Robert Ottinger
2/8/2022	0.2	Communication with FD, PB, BW and TH regarding mediation next steps and filing notice of related case	\$	850.00	\$	170.00	Robert Ottinger
3/3/2022	0.2	Communication with team re court hearing to continue trial date	\$	850.00	\$	170.00	Robert Ottinger
3/7/2022	0.2	Communication with PB & TH re hearing	\$	850.00	\$	170.00	Robert Ottinger
3/11/2022	0.1	Communication with team re next steps on getting joint stip re- noticed	\$	850.00	\$	85.00	Robert Ottinger
3/22/2022	0.1	communicate in firm regarding case and upcoming mediation.	\$	850.00	\$	85.00	Robert Ottinger
4/15/2022	0.2	communicate internal with BW regarding pre-mediation discovery.	\$	850.00	\$	170.00	Robert Ottinger
4/27/2022	0.1	Discuss with team pre-mediation data received.	\$	850.00	\$	85.00	Robert Ottinger
5/2/2022	0.4	Reviewed Defendant's document production with FD	\$	850.00	\$	340.00	Robert Ottinger
5/3/2022	0.2	Call with FD re: discovery, motion to compel	\$	850.00	\$	170.00	Robert Ottinger
6/26/2022	0.6	Reviewed/revised notice of motion for complex designation from FD,	\$	850.00	\$	510.00	Robert Ottinger
7/18/2022	0.4	Reviewed with FD supplemental discovery for mediation from defense, data from defense for mediation	\$	850.00	\$	340.00	Robert Ottinger
7/25/2022	0.4	Reviewed Defendant's pay and time records with FD, BW and TH and discussed violations	\$	850.00	\$	340.00	Robert Ottinger

8/8/2022	0.2	Call with FD to discuss whether to gather declarations before mediation	\$	850.00	\$	170.00	Robert Ottinger
8/11/2022	0.1	Call with FD re: damage analysis mediaiton	\$	850.00	\$	85.00	Robert Ottinger
8/30/2022	0.2	Messaged FD re: case status	\$	850.00	\$	170.00	Robert Ottinger
8/31/2022	0.3	Reviewed discovery from defendants, messaged FD re: CMC, further discovery	\$	850.00	\$	255.00	Robert Ottinger
8/31/2022	0.4	Call with FD re: petition for coordination with Aguilar and Arias case	\$	850.00	\$	340.00	Robert Ottinger
8/31/2022	0.4	Call with FD and TH re: CMC, asking defense for financials	\$	850.00	\$	340.00	Robert Ottinger
9/25/2022	0.1	Call with FD re: LFJ contacting putative class members	\$	850.00	\$	85.00	Robert Ottinger
10/3/2022	0.2	Call with FD re: discovery, case strategy	\$	850.00	\$	170.00	Robert Ottinger
10/28/2022	0.1	Email from JM regarding missing RFP, Set 2 responses	\$	850.00	\$	85.00	Robert Ottinger
1/3/2023	0.2	Reviewed notes on meet and confer with defense from FD and messaged with JM, and PB re: same	\$	850.00	\$	170.00	Robert Ottinger
1/5/2023	0.1	Messaged with FD re: call about discovery, settlement, mediation with co-counsel	\$	850.00	\$	85.00	Robert Ottinger
1/18/2023	0.2	Messages with FD re: mediation, reviewed FD's email to Mark Rudy re: same	\$	850.00	\$	170.00	Robert Ottinger
1/20/2023	0.2	Reviewed email from defense re: outstanding discovery and messages with FD re: outstanding discovery, mediation and motion to compel	\$	850.00	\$	170.00	Robert Ottinger
1/27/2023	0.3	Reviewed email from defense re: outstanding discovery, messaged FD re: any further meet and confer efforts to engage in	\$	850.00	\$	255.00	Robert Ottinger
1/30/2023	0.3	Meetings with FD, KW and TH to discuss case status and case strategy.	\$	850.00	\$	255.00	Robert Ottinger
2/6/2023	0.2	Discuss case status, strategy, and next steps with FD, KW and TH	\$	850.00	\$	170.00	Robert Ottinger
2/10/2023	0.3	Reviewed rules on motion to compel, discovery conference, messaged with FD and KW re: same	\$	850.00	\$	255.00	Robert Ottinger
2/13/2023	0.2	Meeting with FD, TH and KW to discuss case status and strategy.	\$	850.00	\$	170.00	Robert Ottinger
2/20/2023	0.2	Discuss case status and case strategy with FD and KW	\$	850.00	\$	170.00	Robert Ottinger
2/27/2023	0.1	Reviewed email from defense re: participants at mediation and messaged FD re: same	\$	850.00	\$	85.00	Robert Ottinger

3/1/2023	0.1	Discuss mediation strategy with FD and KW	\$	850.00	\$	85.00	Robert Ottinger
3/14/2023	0.1	Discussion with TH regarding upcoming mediation.	\$	850.00	\$	85.00	Robert Ottinger
3/22/2023	0.5	Review mediator's proposal and discuss with KW	\$	850.00	\$	425.00	Robert Ottinger
4/6/2023	0.4	Messages with FD and KW re: settlement terms	\$	850.00	\$	340.00	Robert Ottinger
4/10/2023	0.2	Meeting with Finn Dusenbery, Timothy Hansen and Kyle Wilson to discuss case status and case strategy.	\$	850.00	\$	170.00	Robert Ottinger
4/24/2023	0.2	Discuss case status and strategy with Kyle Wilson, Finn Dusenbery, and Timothy Hansen.	\$	850.00	\$	170.00	Robert Ottinger
5/8/2023	0.4	Meeting to discuss case status and case strategy with Kyle Wilson and Timothy Hansen. Discuss motion to transfer venue.	\$	850.00	\$	340.00	Robert Ottinger
5/9/2023	0.2	Discuss settlement estimate with Kyle Wilson	\$	850.00	\$	170.00	Robert Ottinger
5/22/2023	0.2	Discuss case status with Kyle Wilson and Timothy Hansen.	\$	850.00	\$	170.00	Robert Ottinger
7/5/2023	1.7	Review KW's draft motion for preliminary approval and declaration	\$	850.00	\$	1,445.00	Robert Ottinger
8/9/2023	0.3	Call with PB to discuss strategy for consolidation	\$	850.00	\$	255.00	Robert Ottinger
9/1/2023	0.1	Communication with PB re draft Alameda complaint	\$	850.00	\$	85.00	Robert Ottinger
11/3/2023	0.1	Call with PB to discuss proposed funding schedule	\$	850.00	\$	85.00	Robert Ottinger
8/3/2022	0.2	Discussion with team regarding status of mediation brief	\$	850.00	\$	170.00	Robert Ottinger
8/4/2022	1	Review FD's draft mediation statement	\$	850.00	\$	850.00	Robert Ottinger
8/7/2022	3.3	Review FD's mediation brief	\$	850.00	\$	2,805.00	Robert Ottinger
8/11/2022	6	Attended mediation	\$	850.00	\$	5,100.00	Robert Ottinger
2/12/2024	1.2	review/revise long form stip	\$	750.00	\$	900.00	William Denis
2/13/2024	3.4	Draft/revise motion for prelim. approval, Ottinger Dec., Settlement Agreement, and Damages Calc.	\$	750.00	\$	2,550.00	William Denis
2/16/2024	0.2	review/revise joint CMC statement	\$	750.00	\$	150.00	William Denis
2/16/2024	0.1	email draft joint CMC for approval	\$	750.00	\$	75.00	William Denis
2/16/2024	0.2	Review cases to assess case status and formulate strategy for moving cases forward to litigation.	\$	-	\$	-	Michelle Proctor
2/20/2024	0.1	communicate w/Janel re filing CMC statement	\$	750.00	\$	75.00	William Denis

		following up on CMC Statement that was due on friday and double check on court				
2/20/2024	0.4	docket	\$	260.00	\$	104.00 Janel Smith
2/20/2024	0.1	email Robert/Lynsey re CMC	\$	750.00	\$	75.00 William Denis
		Analyze correspondence from opc				
2/20/2024	0.1	regarding cmc	\$	750.00	\$	75.00 Lynsey Johnson
2/21/2024	0.2	revise CMC to individual	\$	750.00	\$	150.00 William Denis
2/21/2024	0.3	filing of case management statement	\$	260.00	\$	78.00 Janel Smith
2/21/2024	0.1	comm w/janel re filing CMC	\$	750.00	\$	75.00 William Denis
2/22/2024	0.2	checking court dockets re tomorrow's cmc	\$	260.00	\$	52.00 Janel Smith
		coordinating with CourtCall to set up WD				
2/22/2024	0.3	appearance	\$	260.00	\$	78.00 Janel Smith
2/22/2024	0.1	communicate w/Janel re court call	\$	750.00	\$	75.00 William Denis
2/22/2024	0.1	email w/OC re court call	\$	750.00	\$	75.00 William Denis
2/23/2024	0.6	CMC courtcall	\$	750.00	\$	450.00 William Denis
2/23/2024	0.1	post re CMC outcome	\$	750.00	\$	75.00 William Denis
		calendar next CMC, due dates, and				
2/23/2024	0.3	courtcall	\$	260.00	\$	78.00 Janel Smith
2/27/2024	0.1	case map update	\$	260.00	\$	26.00 Janel Smith
3/6/2024	0.2	research docket	\$	260.00	\$	52.00 Janel Smith
3/13/2024	0.2	Discuss case status	\$	260.00	\$	52.00 Michelle Proctor
3/13/2024	0.1	case status meeting	\$	750.00	\$	75.00 William Denis
		Meeting with OPC to get final class member number and confirm work weeks and that long form agreement is acceptable. Then conf call with staff re status of case - consolidation still needs to happen and check court docket saying MPA due 4-15. Then review of long form				
3/19/2024	2.5	agreement.	\$	850.00	\$	2,125.00 Robert Ottinger
		With RO and WD re settlement and				
3/19/2024	0.2	consolidation	\$	260.00	\$	52.00 Janel Smith
3/19/2024	1.2	combining exhibits for stip	\$	260.00	\$	312.00 Janel Smith
		review/analyze case status/procedure for				
3/18/2024	1.2	call with OPC	\$	750.00	\$	900.00 William Denis
		review case posts/history to put procedural status together and determine				
3/19/2024	2.3	best next course	\$	750.00	\$	1,725.00 William Denis
3/19/2024	0.9	draft/revise joint stip to consolidate	\$	750.00	\$	675.00 William Denis
		chat w/Janel re docket/filings for Alameda				
3/19/2024	0.2	vs SF cases	\$	750.00	\$	150.00 William Denis
		call w/Robert and OPC re data points for				
3/19/2024	0.3	settlement	\$	750.00	\$	225.00 William Denis
		research coordination vs consolidation vs				
3/19/2024	1.7	transfer for proper means to proceed	\$	750.00	\$	1,275.00 William Denis
3/20/2024	0.1	confirm court docket	\$	260.00	\$	26.00 Janel Smith
3/22/2024	0.1	Checked court docket	\$	260.00	\$	26.00 Michelle Proctor

3/28/2024	0.5 calendar dates	\$	260.00	\$	130.00	Janel Smith
3/28/2024	Discuss strategy for final approval and 1.5 revise stipulation	\$	750.00	\$	1,125.00	Lynsey Johnson
4/1/2024	0.1 Checked court docket	\$	260.00	\$	26.00	Michelle Proctor
4/5/2024	0.1 Checked Court Docket	\$	260.00	\$	26.00	Michelle Proctor
4/8/2024	1 agreements to send to Counsel	\$	260.00	\$	260.00	Janel Smith
4/8/2024	Review stipulation and agreements for 1.2 approval and send correspondence.	\$	750.00	\$	900.00	Lynsey Johnson
4/10/2024	Court Docket check for all cases and 0.5 related cases	\$	260.00	\$	130.00	Janel Smith
4/10/2024	0.4 review notice of related case	\$	750.00	\$	300.00	Lynsey Johnson
4/10/2024	1.5 notice of related cases	\$	260.00	\$	390.00	Janel Smith
4/15/2024	Review agreements and draft OPC email to 0.3 finalize.	\$	750.00	\$	225.00	Lynsey Johnson
4/15/2024	Review correspondence from OPC 0.1 regarding stipulation	\$	750.00	\$	75.00	Lynsey Johnson
4/12/2024	review agreements for info outstanding 0.4 and completion	\$	750.00	\$	300.00	Lynsey Johnson
4/15/2024	Draft correspondence to co-counsel 0.1 regarding stipulation	\$	750.00	\$	75.00	Lynsey Johnson
4/15/2024	0.3 finalize joint stipulation for circulation	\$	750.00	\$	225.00	Lynsey Johnson
4/15/2024	draft correspondence to OPC regarding 0.1 stipulation	\$	750.00	\$	75.00	Lynsey Johnson
4/16/2024	Review correspondence and agreements 0.2 from opposing counsel.	\$	750.00	\$	150.00	Lynsey Johnson
4/16/2024	Draft correspondence to counsel regarding 0.1 stipulation.	\$	750.00	\$	75.00	Lynsey Johnson
4/16/2024	Send agreement signed by defendants to 0.1 opposing counsel	\$	750.00	\$	75.00	Lynsey Johnson
4/16/2024	checking court dockets calendar for all 0.7 related cases and enter in office calendar	\$	260.00	\$	182.00	Janel Smith
4/16/2024	Calendared new CMC in Asana and 0.2 Outlook	\$	260.00	\$	52.00	Michelle Proctor
4/16/2024	1 finalizing stipulation to submit for filing	\$	260.00	\$	260.00	Janel Smith
4/17/2024	0.2 check court docket	\$	260.00	\$	52.00	Janel Smith
4/17/2024	Review and finalize MPA in light of long 1.3 form	\$	750.00	\$	975.00	Lynsey Johnson
4/24/2024	0.1 Checked court docket with JS	\$	260.00	\$	26.00	Michelle Proctor
4/24/2024	0.2 confirm docket dates	\$	260.00	\$	52.00	Janel Smith
4/29/2024	went over case with JS and checked court 0.2 docket	\$	260.00	\$	52.00	Michelle Proctor
5/1/2024	0.2 check court docket	\$	260.00	\$	52.00	Janel Smith
5/1/2024	0.1 review status	\$	750.00	\$	75.00	Lynsey Johnson
5/1/2024	0.2 W&H meeting/ Went oover case	\$	260.00	\$	52.00	Michelle Proctor
5/1/2024	0.5 locate MPA and Dec for BH	\$	260.00	\$	130.00	Janel Smith
5/6/2024	draft/revise motion for preliminary 4.3 approval of settlement	\$	750.00	\$	3,225.00	Britney Hamilton

5/6/2024	0.1 Draft correspondence to co counsel Bills	\$ 750.00	\$ 75.00	Lynsey Johnson
5/6/2024	0.1 Draft correspondence to co counsel Bills	\$ 750.00	\$ 75.00	Lynsey Johnson
5/6/2024	0.1 Draft correspondence to co counsel J Lo	\$ 750.00	\$ 75.00	Lynsey Johnson
5/6/2024	Draft correspondence to co counsel			
5/6/2024	0.1 Joanna	\$ 750.00	\$ 75.00	Lynsey Johnson
5/6/2024	0.4 Review Final Approval	\$ 750.00	\$ 300.00	Lynsey Johnson
5/6/2024	0.3 Call w BH to confirm status of case	\$ 260.00	\$ 78.00	Janel Smith
5/6/2024	gather all forms of long form and fee			
5/6/2024	1.7 agreement to send to LJ	\$ 260.00	\$ 442.00	Janel Smith
5/6/2024	1.2 confirm case docket	\$ 260.00	\$ 312.00	Janel Smith
5/7/2024	draft/revise motion for preliminary			
5/7/2024	2.3 approval	\$ 750.00	\$ 1,725.00	Britney Hamilton
5/8/2024	0.1 check court docket	\$ 260.00	\$ 26.00	Janel Smith
5/9/2024	0.1 Checked Court Docket	\$ 260.00	\$ 26.00	Michelle Proctor
5/14/2024	Quick Case update with Marites			
5/14/2024	0.1 Ballesteros	\$ 260.00	\$ 26.00	Janel Smith
5/14/2024	0.1 docket check	\$ 260.00	\$ 26.00	Janel Smith
5/15/2024	0.3 Checked court docket J.S.	\$ 260.00	\$ 78.00	Michelle Proctor
5/15/2024	check all almavia cases to confirm they			
5/15/2024	0.3 are reflected on asana	\$ 260.00	\$ 78.00	Janel Smith
5/17/2024	0.1 Exchange correspondence with opc.	\$ 750.00	\$ 75.00	Lynsey Johnson
5/20/2024	0.1 Checked Court Docket	\$ 260.00	\$ 26.00	Michelle Proctor
5/28/2024	0.1 Checked Court Docket	\$ 260.00	\$ 26.00	Michelle Proctor
5/29/2024	confirm calendar with MP and check ALL			
5/29/2024	0.3 almavia cases in SFSC and Alameda	\$ 260.00	\$ 78.00	Janel Smith
6/3/2024	0.1 Checked Asana for Tasks and Deadlines.	\$ 260.00	\$ 26.00	Michelle Proctor
6/3/2024	follow up on status of filing Motion for			
6/3/2024	0.2 Preliminary Approval	\$ 750.00	\$ 150.00	Britney Hamilton
6/4/2024	Checked Teams for any dates that need to			
6/4/2024	0.1 be calendared.	\$ 260.00	\$ 26.00	Michelle Proctor
6/7/2024	Checked Asana for Task/Deadlines for LJ			
6/7/2024	0.1 next week.	\$ 260.00	\$ 26.00	Michelle Proctor
6/6/2024	0.9 Revise declaration	\$ 750.00	\$ 675.00	Lynsey Johnson
6/7/2024	Review and finalize MPA to send to co-			
6/7/2024	1.3 counsel	\$ 750.00	\$ 975.00	Lynsey Johnson
6/24/2024	0.1 calendar 6/25 call with counsel	\$ 260.00	\$ 26.00	Janel Smith
6/26/2024	review/revise declaration for MPA			
6/26/2024	3.6 attachment	\$ 750.00	\$ 2,700.00	William Denis
6/26/2024	0.1 Checked Court Docket	\$ 260.00	\$ 26.00	Michelle Proctor
6/25/2024	call w/co-counsel re declaration for			
6/25/2024	0.5 motion	\$ 750.00	\$ 375.00	William Denis
7/2/2024	0.1 Checked ASANA for Tasks and Deadlines.	\$ 260.00	\$ 26.00	Michelle Proctor

7/5/2024	0.2	Checked Court Docket for both SF/Alameda and added dates to LJ Outlook	\$	260.00	\$	52.00	Michelle Proctor
7/5/2024	0.1	Checked ASANA for any task/deadlines for next week.	\$	260.00	\$	26.00	Michelle Proctor
7/8/2024	0.1	Checked Court Docket	\$	260.00	\$	26.00	Michelle Proctor
7/8/2024	0.1	Checked TEAMS for any dates that needed to be calendared.	\$	260.00	\$	26.00	Michelle Proctor
7/12/2024	0.1	Checked Asana for any task/ deadlines for next week for LJ.	\$	260.00	\$	26.00	Michelle Proctor
7/19/2024	0.1	Checked ASANA for any task/deadlines for next week for LJ.	\$	260.00	\$	26.00	Michelle Proctor
7/22/2024	0.1	Checked Court Docket.	\$	260.00	\$	26.00	Michelle Proctor
7/17/2024	0.1	status update call w/Lynsey	\$	750.00	\$	75.00	William Denis
7/22/2024	0.1	Posted TR for Hearing tomorrow on Channel and scheduled new hearing	\$	260.00	\$	26.00	Michelle Proctor
7/22/2024	0.1	email co-counsel re finalizing motion	\$	750.00	\$	75.00	William Denis
7/24/2024	1.1	review declarations from co-counsel for MPA	\$	750.00	\$	825.00	William Denis
7/26/2024	0.1	Checked ASANA For task/deadlines for LJ .	\$	260.00	\$	26.00	Michelle Proctor
8/1/2024	0.1	went on court docket and took a screen shot of register of actions for LJ	\$	260.00	\$	26.00	Michelle Proctor
8/2/2024	0.4	review emails for MPA docs	\$	750.00	\$	300.00	Lynsey Johnson
8/2/2024	0.4	Call with L. Johnson regarding final drafts and exhibits for motion for preliminary approval.	\$	260.00	\$	104.00	Tim Hansen
8/2/2024	0.5	Review drafts and supporting documents for motion for preliminary approval and consolidate said documents into case file.	\$	260.00	\$	130.00	Tim Hansen
8/6/2024	0.1	Checked Court Docket	\$	260.00	\$	26.00	Michelle Proctor
8/7/2024	0.2	added all deadlines/tasks in LJ Outlook	\$	260.00	\$	52.00	Michelle Proctor
8/8/2024	1.4	review all declarations and motion for prelim approval, edit Robert's dec and email co-counsel	\$	750.00	\$	1,050.00	William Denis
8/9/2024	0.1	Checked ASANA for any tasks/ Deadlines for LJ next week.	\$	260.00	\$	26.00	Michelle Proctor
8/13/2024	0.1	Checked Court docket	\$	260.00	\$	26.00	Michelle Proctor
8/12/2024	0.1	email from co-counsel with updated dec	\$	750.00	\$	75.00	William Denis
8/12/2024	2.2	review/revise declaration and MPA for consistency/numbers with co-counsel	\$	750.00	\$	1,650.00	William Denis
8/12/2024	0.1	email OPC and co-counsel re final draft of MPA	\$	750.00	\$	75.00	William Denis
8/16/2024	0.1	Checked ASANA for any deadlines .	\$	260.00	\$	26.00	Michelle Proctor
8/20/2024	0.1	added deadlines and hearing dates in FV.	\$	260.00	\$	26.00	Michelle Proctor

8/27/2024	0.3	Review long form settlement agreement to determine settlement terms.	\$	260.00	\$	78.00	Tim Hansen
8/27/2024	0.2	Discussion with R. Ottinger regarding status of settlement administrator selection.	\$	260.00	\$	52.00	Tim Hansen
9/10/2024	0.2	Check case docket regarding status of MPA and upcoming hearings.	\$	260.00	\$	52.00	Tim Hansen
9/10/2024	0.1	Discussion with RO regarding status of MPA.	\$	260.00	\$	26.00	Tim Hansen
9/13/2024	0.1	Discussion with legal team regarding status of filing motion for preliminary approval.	\$	260.00	\$	26.00	Tim Hansen
9/13/2024	0.3	Call with legal team regarding motion for preliminary approval.	\$	260.00	\$	78.00	Tim Hansen
9/13/2024	0.2	Email to case counsel regarding proposed hearing date for MPA.	\$	260.00	\$	52.00	Tim Hansen
9/13/2024	0.2	Review available hearing date's for MPA.	\$	260.00	\$	52.00	Tim Hansen
9/13/2024	0.2	Discussion with R. Ottinger regarding status of MPA and pending tasks regarding the same.	\$	260.00	\$	52.00	Tim Hansen
9/13/2024	0.2	Reserve hearing date for motion for preliminary approval.	\$	260.00	\$	52.00	Tim Hansen
9/13/2024	0.5	Determine proper case caption to use on MPA and supporting documents for consolidated cases.	\$	260.00	\$	130.00	Tim Hansen
9/13/2024	0.4	Revise proposed order to reflect court's requirements,	\$	260.00	\$	104.00	Tim Hansen
9/17/2024	0.1	Discussion with legal team regarding scheduled hearing date for MPA.	\$	260.00	\$	26.00	Tim Hansen
9/19/2024	1.2	Research Department 21 requirements for proposed order granting motion for preliminary approval.	\$	260.00	\$	312.00	Tim Hansen
9/19/2024	0.3	Review proposed order samples from department 21, and compare to draft proposed order to ensure all required portions are included.	\$	260.00	\$	78.00	Tim Hansen
9/19/2024	0.1	Discussion with P. Rumsey regarding status of co-counsel declarations in support of motion for preliminary approval.	\$	260.00	\$	26.00	Tim Hansen
9/20/2024	3	Revise and finalize memorandum ISO motion for preliminary approval.	\$	260.00	\$	780.00	Tim Hansen
1/17/2025	0.4	Emailing PR after review of proposed stip to extend from OPC	\$	750.00	\$	300.00	Tyler Harris
2/7/2025	0.3	Set up call with OPC re settlement	\$	350.00	\$	105.00	Joana Fernandes
2/20/2025	0.6	re status of settlement and Qs for RO	\$	750.00	\$	450.00	Katherine Roussos
2/21/2025	0.2	msg w JF re continuance, disc w/ RO	\$	750.00	\$	150.00	Katherine Roussos

2/21/2025	0.4	order to edit stip and past communications	\$	750.00	\$	300.00	Katherine Roussos
2/24/2025	3.6	Figuring out status of settlement, confer w/ JM and RO, review of docket, emails and case file. Drafting declaration to the court	\$	750.00	\$	2,700.00	Katherine Roussos
2/25/2025	0.7	memo on edits to settlement per court order	\$	750.00	\$	525.00	Katherine Roussos
2/25/2025	1.2	w/Coco and OPC re status of case, created timeline, cross checked with docs and docket, msg with RO and JF	\$	750.00	\$	900.00	Katherine Roussos
2/25/2025	0.1	f/u with RO re declaration	\$	750.00	\$	75.00	Katherine Roussos
2/27/2025	0.6	editing agreement to add proper D counsel and confirming versions match, coord with JF to create new PDF	\$	750.00	\$	450.00	Katherine Roussos
2/27/2025	0.2	emails with co-co and D re signatures	\$	750.00	\$	150.00	Katherine Roussos
2/28/2025	0.1	email to para of OPC with agreement again	\$	750.00	\$	75.00	Katherine Roussos
2/28/2025	0.1	emails with OPC re signature	\$	750.00	\$	75.00	Katherine Roussos
3/11/2025	0.2	email from OPC re amended agreement, disc w RO about response	\$	750.00	\$	150.00	Katherine Roussos
3/12/2025	0.2	CMC draft - SF	\$	350.00	\$	70.00	Joana Fernandes
3/12/2025	0.5	DRAFT CMC STATEMENT	\$	350.00	\$	175.00	Joana Fernandes
3/12/2025	0.8	CMC statement= draft, file, serve and arranging remote hearing.	\$	350.00	\$	280.00	Joana Fernandes
3/12/2025	0.4	Calling court to get hearing off the calendar	\$	350.00	\$	140.00	Joana Fernandes
3/12/2025	0.2	Email to OPC re status of agreement	\$	750.00	\$	150.00	Katherine Roussos
3/13/2025	1	NOTICE CHANGE OF ADDRESS	\$	350.00	\$	350.00	Joana Fernandes
3/17/2025	0.1	trying to schedule a meeting with OPC	\$	750.00	\$	75.00	Katherine Roussos
3/18/2025	0.2	call with RO and RV re edits to amended agreement	\$	750.00	\$	150.00	Katherine Roussos
3/18/2025	0.2	edits to longform agreement, final pdf and comm with JF	\$	750.00	\$	150.00	Katherine Roussos
3/28/2025	0.1	msg w JF re signatures	\$	750.00	\$	75.00	Katherine Roussos
4/1/2025	0.2	msgs w/ RO and JF re signature status, changes from D	\$	750.00	\$	150.00	Katherine Roussos
4/2/2025	0.1	Enter File&ServeXpress Expense	\$	260.00	\$	26.00	Zach McCarthy
4/2/2025	1	review of final draft and order again to confirm filing, comms with RO and JF	\$	750.00	\$	750.00	Katherine Roussos
4/3/2025	0.2	calls with JF re filing	\$	750.00	\$	150.00	Katherine Roussos
4/4/2025	0.1	msgs re upcoming appearance	\$	750.00	\$	75.00	Katherine Roussos
4/7/2025	0.1	reading order, msgs w RO and JF	\$	750.00	\$	75.00	Katherine Roussos
4/9/2025	0.1	w/ JF re questions from coco	\$	750.00	\$	75.00	Katherine Roussos
4/10/2025	1.2	SEND TENTATIVE RULING TO ADMIN	\$	350.00	\$	420.00	Joana Fernandes
5/5/2025	0.4	w/ JF about how to resolve issue w order and Administrator	\$	750.00	\$	300.00	Katherine Roussos

	call with JF about inability to get Order					
5/5/2025	0.5 signed, strategies to do so	\$	750.00	\$	375.00	Katherine Roussos
5/14/2025	0.1 call with JF about drafting ex parte	\$	750.00	\$	75.00	Katherine Roussos
5/19/2025	0.1 msgs with JF about ex parte app	\$	750.00	\$	75.00	Katherine Roussos
	updating OPC and Coco about the order					
6/4/2025	0.2 and planned ex parte	\$	750.00	\$	150.00	Katherine Roussos
6/5/2025	2.6 ex parte application	\$	750.00	\$	1,950.00	Katherine Roussos
	Download and save docs from docket not					
6/5/2025	0.2 in file	\$	260.00	\$	52.00	Meaghan Taggart
6/5/2025	0.2 Ex parte papers	\$	850.00	\$	170.00	Melanie Proctor
6/5/2025	0.1 email to admin about required order	\$	750.00	\$	75.00	Katherine Roussos
6/5/2025	0.1 msgs w MP re ex parte requirements	\$	750.00	\$	75.00	Katherine Roussos
	ex parte app, comms with administrator,					
6/6/2025	1.5 flagg issue with notice, emial to Mara	\$	750.00	\$	1,125.00	Katherine Roussos
6/9/2025	0.2 email with Ex parte notice	\$	750.00	\$	150.00	Katherine Roussos
6/9/2025	1.8 ex parte and PAGA Notice	\$	750.00	\$	1,350.00	Katherine Roussos
6/10/2025	0.4 edits to PAGA Notice, circulated to group	\$	750.00	\$	300.00	Katherine Roussos
	case file to confirm PAGA Notice and					
6/12/2025	0.4 editing the order	\$	750.00	\$	300.00	Katherine Roussos
6/13/2025	0.1 notice email to OPC and coco re ex parte	\$	750.00	\$	75.00	Katherine Roussos
6/13/2025	0.2 msgs with JF re edits to ex parte	\$	750.00	\$	150.00	Katherine Roussos
6/16/2025	0.1 msgs with JF re ex parte	\$	750.00	\$	75.00	Katherine Roussos
6/16/2025	0.2 Review ex parte papers	\$	850.00	\$	170.00	Melanie Proctor
	edits to ex parte, sent to MP for final look,					
6/16/2025	2.3 coord filing with JF	\$	750.00	\$	1,725.00	Katherine Roussos
7/15/2025	0.1 review of emails from administrator and	\$	750.00	\$	75.00	Katherine Roussos
7/24/2025	0.1 re date for final approval hearing	\$	750.00	\$	75.00	Katherine Roussos
	msgs with RO and MT, figuring out MFA					
	date and whether a continuance is					
7/24/2025	0.3 needed, review of proposed stipulation	\$	750.00	\$	225.00	Katherine Roussos
7/30/2025	0.1 edits to joint stip	\$	750.00	\$	75.00	Katherine Roussos
7/30/2025	0.1 emails with parties re joint stip	\$	750.00	\$	75.00	Katherine Roussos
8/8/2025	0.1 Call class admin re meeting	\$	260.00	\$	26.00	Meaghan Taggart
8/8/2025	0.1 Post in Teams re call with class admin	\$	260.00	\$	26.00	Meaghan Taggart
	msgs with RO and MT about issues with					
8/8/2025	0.2 data and group call	\$	750.00	\$	150.00	Katherine Roussos
8/8/2025	0.1 Send Teams invite	\$	260.00	\$	26.00	Meaghan Taggart
8/11/2025	0.1 Post re meeting with class admin	\$	260.00	\$	26.00	Meaghan Taggart
8/11/2025	0.1 about upcoming meeting	\$	750.00	\$	75.00	Katherine Roussos
8/11/2025	0.5 call with OPC and CPT re data issue	\$	750.00	\$	375.00	Katherine Roussos
8/22/2025	0.2 Review case re upcoming CMC	\$	260.00	\$	52.00	Meaghan Taggart
8/22/2025	0.1 Sign stip, send to co counsel	\$	260.00	\$	26.00	Meaghan Taggart
8/25/2025	0.1 Save joint stip to file	\$	260.00	\$	26.00	Meaghan Taggart
	Check docket, download order, calendar					
9/3/2025	0.3 dates, notify attorneys	\$	260.00	\$	78.00	Meaghan Taggart
9/3/2025	0.4 Calendar distribution deadlines	\$	260.00	\$	104.00	Meaghan Taggart

9/3/2025	0.2	review of class notice schedule and revised notices	\$	750.00	\$	150.00	Katherine Roussos
9/5/2025	0.1	Check docket, save order to file, check calendar dates	\$	260.00	\$	26.00	Meaghan Taggart
9/8/2025	0.1	Check tentative ruling	\$	260.00	\$	26.00	Meaghan Taggart
9/9/2025	0.1	Check docket re hearing	\$	260.00	\$	26.00	Meaghan Taggart
9/9/2025	0.2	Call court re hearing, notify attorney	\$	260.00	\$	52.00	Meaghan Taggart
9/9/2025	0.1	Check docket, save tentative ruling to file, update calendar, notify attorney	\$	260.00	\$	26.00	Meaghan Taggart
9/10/2025	0.1	Update calendar re joint status report	\$	260.00	\$	26.00	Meaghan Taggart
9/10/2025	0.5	Draft joint status report	\$	260.00	\$	130.00	Meaghan Taggart
9/12/2025	0.1	Update case information re class admin	\$	260.00	\$	26.00	Meaghan Taggart
9/12/2025	0.3	Review declaration against settlement agreement	\$	260.00	\$	78.00	Meaghan Taggart
9/12/2025	0.1	with MT about no need for JSR	\$	750.00	\$	75.00	Katherine Roussos
9/16/2025	0.1	Check docket, check calendar, save orders to file	\$	260.00	\$	26.00	Meaghan Taggart
9/23/2025	0.1	Email class admin re class member address	\$	260.00	\$	26.00	Meaghan Taggart
9/29/2025	0.1	Save notices to file	\$	260.00	\$	26.00	Meaghan Taggart
10/2/2025	0.1	review of settlement agreement to confirm released claims	\$	750.00	\$	75.00	Katherine Roussos
10/17/2025	0.3	Contact class member re class notice	\$	260.00	\$	78.00	Meaghan Taggart
11/3/2025	0.4	Draft MFA and supporting docs	\$	260.00	\$	104.00	Meaghan Taggart
11/4/2025	2	Draft MFA and supporting docs	\$	260.00	\$	520.00	Meaghan Taggart
11/5/2025	1.3	Draft MFA and supporting documents	\$	260.00	\$	338.00	Meaghan Taggart
11/6/2025	0.1	Review class admin deadline, notify KR	\$	260.00	\$	26.00	Meaghan Taggart
11/6/2025	0.2	Message KR re MFA	\$	260.00	\$	52.00	Meaghan Taggart
11/6/2025	0.2	msgs with MT about MFA	\$	750.00	\$	150.00	Katherine Roussos
11/6/2025	0.1		\$	260.00	\$	26.00	Meaghan Taggart
11/6/2025	0.4	Draft MFA and supporting docs	\$	260.00	\$	104.00	Meaghan Taggart
11/7/2025	0.1	Email class admin re declaration	\$	260.00	\$	26.00	Meaghan Taggart
11/7/2025	0.1	Email client re case update	\$	260.00	\$	26.00	Meaghan Taggart
11/7/2025	1	Draft MFA and supporting docs	\$	260.00	\$	260.00	Meaghan Taggart
11/10/2025	1.2	Draft MFA and supporting docs	\$	260.00	\$	312.00	Meaghan Taggart
11/10/2025	0.3	msgs with MT and email to other Co-counsel about declarations for the motion for final approval	\$	750.00	\$	225.00	Katherine Roussos
11/10/2025	0.1	Send invite for meeting re MFA	\$	260.00	\$	26.00	Meaghan Taggart
11/10/2025	0.4	emails with Coco about declarations and setting up a call about lodestar argument	\$	750.00	\$	300.00	Katherine Roussos
11/10/2025	0.3	call with RO and MP about strategy with fee discussion, and messages with MT about status of motion and scheduling a meeting	\$	750.00	\$	225.00	Katherine Roussos
11/11/2025	1	Motion for Final Approval	\$	750.00	\$	750.00	Katherine Roussos
11/11/2025	0.1	msg to MT about edits to the motion	\$	750.00	\$	75.00	Katherine Roussos

11/11/2025	1.2 Draft MFA and supporting docs	\$	260.00	\$	312.00	Meaghan Taggart
11/11/2025	5 Motion for Final Approval	\$	750.00	\$	3,750.00	Katherine Roussos
	Voicemail, text, and email for client re workplace violations, call with client re					
11/11/2025	0.4 workplace violations	\$	260.00	\$	104.00	Meaghan Taggart
11/12/2025	0.7 Draft client declaration in support of MFA	\$	260.00	\$	182.00	Meaghan Taggart
11/12/2025	1.5 motion MPA and proposed order	\$	750.00	\$	1,125.00	Katherine Roussos
	Check LWDA portal re settlement					
11/12/2025	0.2 agreement	\$	260.00	\$	52.00	Meaghan Taggart
11/12/2025	0.2 Call w/ KR re: next steps	\$	850.00	\$	170.00	Melanie Proctor
11/12/2025	0.3 Create costs and time reports for MFA	\$	260.00	\$	78.00	Meaghan Taggart
559.9				#####		

Exhibit 4

Type	Date	Description	Expense (\$)	Created at
ExpenseEntry	1/13/2021		469	01/13/2021 1:30 PM CST
		Order Number 15755794		
ExpenseEntry	1/22/2021	Substitute Service-Company - ALMAVIA of SAN FRANCISCO	145	01/25/2021 9:56 AM CST
		Order Number 15777487		
ExpenseEntry	2/1/2021	Proof of Service	12	02/01/2021 10:36 AM CST
		Order Number 15977210		
ExpenseEntry	3/29/2021	Amended Complaint,Proof of Service	13.38	03/29/2021 2:20 PM CDT
		Order # 16360962		
ExpenseEntry	5/28/2021	Case Management Statement	14.41	05/28/2021 6:13 PM CDT
		Appearance fee for 6/16 CMC at 10:30		
ExpenseEntry	6/4/2021	am	94	06/04/2021 7:17 PM CDT
ExpenseEntry	8/12/2021	Postage for discovery requests.	7.29	08/12/2021 6:18 PM CDT
		Download complaint for Arias v. Elder		
ExpenseEntry	9/23/2021	Care.	16	09/23/2021 12:49 PM CDT
		Postage for sending notice of related		
ExpenseEntry	2/10/2022	case to OPC.	2	02/10/2022 12:47 PM CST
		Postage for sending notice of related		
ExpenseEntry	2/10/2022	case to co-counsel.	2	02/10/2022 12:54 PM CST
		Filing fee for notice		
ExpenseEntry	2/15/2022	Order #17671713	12.35	02/15/2022 3:59 PM CST
		Filing fee for amended ex parte application and joint stipulation to continue trial date.		
ExpenseEntry	2/17/2022	Order #17689778	12.35	02/17/2022 11:51 AM CST
		Filing fee for ex parte application and stipulation		
ExpenseEntry	3/1/2022	Order #17682934	74.12	03/01/2022 12:19 PM CST
		CourtCall fee for the ex parte application hearing on March 8, 2022.	94	03/03/2022 2:24 PM CST
ExpenseEntry	3/9/2022	Order #17791509	74.12	03/09/2022 3:36 PM CST
		CourtCall fee for 3/15/22 ex parte hearing.	94	03/11/2022 4:15 PM CST
		San Francisco Superior Court filing and courtesy copy fee for joint stipulation, ex parte application, and proposed order.		
ExpenseEntry	3/14/2022	Order #17844229	160.09	03/14/2022 11:42 AM CDT
		Filing fee for stipulation, ex parte application, and proposed order.		
ExpenseEntry	3/16/2022	Order #17844228	74.12	03/16/2022 11:13 AM CDT
		Court call appearance fee for 4/5/22 ex parte application to continue trial date	94	03/29/2022 7:51 PM CDT

		Filing and courtesy copy fee for ex parte application, proposed order, and joint stipulation.		
ExpenseEntry	3/30/2022	Order #17938116	162.66	03/30/2022 11:39 AM CDT
		Fee for refiling amended ex parte application and joint stipulation to continue trial date due to court holiday on originally set hearing date.		
ExpenseEntry	3/31/2022	Order #17947025	85.45	03/31/2022 11:30 AM CDT
		Fee for ex parte application and joint stipulation.		
ExpenseEntry	4/1/2022	Order #17938115	74.64	04/01/2022 1:51 PM CDT
ExpenseEntry	4/4/2022	Order #17947024	12.87	04/04/2022 1:16 PM CDT
		CourtCall appearance fee for the		
ExpenseEntry	4/5/2022	4/12/22 hearing.	94	04/05/2022 4:25 PM CDT
		Filing and courtesy copy fee for joint stipulation and proposed order.		
ExpenseEntry	4/7/2022	Order# 17983280	83.39	04/07/2022 11:01 AM CDT
		Service of process of summons and FAC on B&G Express.		
ExpenseEntry	4/7/2022	Order #17916976	191.23	04/07/2022 11:02 AM CDT
		San Francisco Superior Court filing fee.		
ExpenseEntry	4/12/2022	Order #17983279	74.64	04/12/2022 11:28 AM CDT
		Courtesy copy fee for protective order.		
ExpenseEntry	6/2/2022	Order #18302604	84.16	06/02/2022 11:21 AM CDT
		Filing fee for protective order.		
ExpenseEntry	6/10/2022	Order #18302603	12.87	06/10/2022 11:00 AM CDT
		Postage for mailing complex designation application and supporting documents to OPC.		
ExpenseEntry	6/30/2022		6.99	06/30/2022 6:59 PM CDT
		Filing fee for complex case designation application and courtsey copies.		
ExpenseEntry	7/5/2022	Order #18480159	90.6	07/05/2022 11:12 AM CDT
		Complex designation filing fee.		
ExpenseEntry	7/22/2022	Order #18480158	1104.14	07/22/2022 1:50 PM CDT
		For joint CMC statement.		
ExpenseEntry	8/25/2022	Order #18793980	83.65	08/25/2022 11:05 AM CDT
		Postage for mailing SROGS & RFPS (SETS 2) to OPC.		
ExpenseEntry	9/20/2022		5.36	09/20/2022 4:36 PM CDT

Filing fee for joint CMC statement.				
ExpenseEntry	9/30/2022	Order #18793979	12.87	09/30/2022 2:33 PM CDT
Postage for mailing Special				
ExpenseEntry	9/30/2022	Interrogatories (Set 3) to OPC.	3.68	09/30/2022 4:56 PM CDT
Courtesy copy fee for delivery of Joint Status Conference Statement (Order				
ExpenseEntry	12/12/2022	No. 19414626).	83.39	12/12/2022 12:03 PM CST
Filing fee for case management				
ExpenseEntry	12/14/2022	statement (Order No. 19414625).	12.87	12/14/2022 5:30 PM CST
Service fee for Joint CMC Statement				
ExpenseEntry	12/6/2022	(Inv. No. 202212100346201)	13	01/12/2023 12:27 PM CST
Service Fee for service of responses to RFP, Set One, FROGS (General and Employment) Set One and Document Production. (Invoice No.				
ExpenseEntry	12/6/2022	202212100346201)	13	01/12/2023 12:30 PM CST
Name search credits for Alameda				
ExpenseEntry	2/28/2023	Superior Court case docket database.	7	02/28/2023 6:18 PM CST
Download fee for Aguilar v Elder Care				
ExpenseEntry	2/28/2023	complaint.	9.5	02/28/2023 6:24 PM CST
Courtesy copy fee for joint CMC				
ExpenseEntry	4/12/2023	statement.	83.65	04/12/2023 11:13 AM CDT
Filing fee for case management				
statement.				
ExpenseEntry	4/24/2023	Order #20182176	13.33	04/24/2023 10:38 AM CDT
eSignature: SignIT - Sign Any Document				
ExpenseEntry	5/24/2023		3	05/24/2023 2:08 PM CDT
Filing fee for Joint CMC Statement.				
ExpenseEntry	8/31/2022	Transaction No. 68006039.	9	08/23/2023 6:20 PM CDT
Filing Fee and Courtesy Copy fee for				
Joint CMC Statement (Invoice				
ExpenseEntry	12/9/2022	No.202212100346201)	34.8	08/23/2023 6:42 PM CDT
Filing Fee re Civil Cover Sheet,				
Complaint and Summons				
ExpenseEntry	9/29/2023	Order No. 21261599	13.33	09/29/2023 9:50 AM CDT
Invoice for download answer in Arias v.				
ExpenseEntry	10/2/2023	Elder Care Alliance	5.5	10/02/2023 3:49 PM CDT
Invoice for downloading answer in				
ExpenseEntry	10/2/2023	Arias PAGA case.	5.5	10/02/2023 3:52 PM CDT
Invoice for downloading answer in				
ExpenseEntry	10/2/2023	Tabuyo case.	8	10/02/2023 3:57 PM CDT
Invoice for downloading answer in				
ExpenseEntry	10/2/2023	Aguilar case.	5.5	10/02/2023 3:59 PM CDT
Court Filing Fee for Complaint, Civil				
Cover Sheet and Summons in Alameda				
County				
ExpenseEntry	10/6/2023	Order No. 21329097	1497.82	10/06/2023 3:48 PM CDT

ExpenseEntry	11/6/2023	Pull minute order and order re complex designation off Alameda court website.	4	11/06/2023 1:19 PM CST
		Filing fee for notice and acknowledgment		
ExpenseEntry	11/10/2023	Order No. 21568394	13.33	11/10/2023 3:17 PM CST
		One Legal filing fee for N&A		
ExpenseEntry	11/20/2023	Order No. 21590480	13.33	11/20/2023 10:17 AM CST
		One Legal Filing Fee for NAR Order No.		
ExpenseEntry	11/27/2023	21677743.	13.33	11/29/2023 8:23 AM CST
		One Legal filing fee for POS Almavia of		
ExpenseEntry	11/29/2023	SF. Order No. 21720120	20.49	11/29/2023 5:17 PM CST
		One Legal Filing fee for POS for Elder		
ExpenseEntry	11/29/2023	Care. Order No. 21720122.	20.49	11/29/2023 5:18 PM CST
		File & Serve Express courtesy copy fee (\$30.96), filing fee (\$10.35) and service fee (\$14.95). Invoice		
ExpenseEntry	8/16/2023	202308100346201.	56.26	12/11/2023 12:31 PM CST
		File and serve filing fee (\$10.35) and service fee (\$14.95) for POS. Invoice		
ExpenseEntry	11/29/2023	No. 202311100346201	25.3	12/11/2023 12:46 PM CST
ExpenseEntry	3/4/2023	2nd mediation with Mark Rudy	3125	02/08/2024 10:45 AM CST
		Mediator, Mark Rudy		
		Ottinger Firm \$5,500		
		LFJ \$5,500		
		Ericksen Arbuthnot \$11,000		
ExpenseEntry	2/8/2022	Total Fee \$22,000	5500	02/08/2024 1:47 PM CST
		CourtCall No. 11799393		
		CourtCall Appearance for 2/23/24		
ExpenseEntry	2/22/2024	CMC	72	02/22/2024 5:37 PM CST
		Filing re CMC Statement		
ExpenseEntry	3/4/2024	Invoice No. 202402100346201	55.78	03/04/2024 5:29 PM CST
		Invoice No. 05925396		
		Stip and Order to Join cases in		
ExpenseEntry	4/18/2024	Alameda	918.21	04/18/2024 10:29 AM CDT
		Order No. 22696182		
ExpenseEntry	4/18/2024	Courtesy Copy of Joint Stip	51.48	04/18/2024 10:39 AM CDT
ExpenseEntry	8/22/2024	Courtcall ID# 11854405	72	08/22/2024 11:46 AM CDT
		Fee for reserving hearing date for		
ExpenseEntry	9/13/2024	motion for preliminary approval.	1	09/13/2024 4:23 PM CDT
		OneLegal eFiling Charge: Case Management Statement, Proof of Service (not summons and complaint)		
ExpenseEntry	9/17/2024	Invoice #23743519	22.61	09/18/2024 11:33 AM CDT
		OneLegal eFiling charge: Case Management Statement		
ExpenseEntry	11/1/2024	Invoice #24058073	25.55	11/04/2024 4:35 PM CST

ExpenseEntry	3/14/2025	CA: File To Existing - #25AA00062206 - Arias VS Elder C...: Notice of Change of Address or Other Contact In... (2 filings)	25.45	03/14/2025 12:22 PM CDT
ExpenseEntry	10/1/2024	OneLegal Court Filing Fee: Motion of Preliminary Approval of Settlement, Memorandum of Points & Authorities, Declaration, Declara	85.59	03/18/2025 1:23 PM CDT
ExpenseEntry	10/31/2024	11.01.24 LJ Appearance at Case Management Conference	72	03/18/2025 1:24 PM CDT
ExpenseEntry	4/2/2025	Court Call ID: 11874351 File&ServeXpress Transaction ID: 75832942 Case Number: CGC-21-588913 Case Style: MARITES BALLESTEROS v ALMAVIA of SAN FRANCISCO Documents: PLAINTIFF CASE MANAGEMENT STATEMENT	14.15	04/02/2025 12:22 PM CDT
ExpenseEntry	4/4/2025	CA: File To Existing - #25AA00080270 - Arias VS Elder Care Alliance ...: Miscellaneous - Other (name extension) (1 filing)	25.45	04/04/2025 5:25 PM CDT
ExpenseEntry	4/23/2025	CA: File To Existing - #25AA00098372 - Arias VS Elder Care Alliance ...: Order (name extension) (1 filing)	25.45	04/23/2025 12:29 PM CDT
ExpenseEntry	6/18/2025	CA: File To Existing - #25AA00148919 - Arias VS Elder Care Alliance ...: Ex Parte Application (name extension) (5 filings)	85.45	06/18/2025 2:21 PM CDT
			\$	15,809.32