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13 Attorneys for Plaintiff ANTHONY ANGLIN,
on behalf of himself and others similarly situated

14 *[Additional counsel listed on following page]*

15
16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF KERN**

18 ANTHONY ANGLIN, an individual on
behalf of himself and all others similarly
19 situated,

20 Plaintiff,

21 vs.

22 ALLY ENTERPRISES, a California
corporation; and DOES 1 through 50,
23 inclusive,

24 Defendants.

Case No.: BCV-23-100411

CLASS ACTION

Assigned for All Purposes To:
Hon. Bernard C. Barmann, Jr.

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFF'S FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND RELEASE**

Date: September 5, 2025
Time: 8:30 a.m.
25 Dept.: H
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28

1 UNITED EMPLOYEES LAW GROUP, P.C.
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9 on behalf of himself and others similarly situated
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DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Courts for the Central, Southern, Eastern and Northern Districts of California. I am a senior counsel at D.Law, Inc., and attorney of record for Plaintiff Anthony Anglin (“Plaintiff” or “Class Representative”) on behalf of similarly situated employees of Defendant Ally Enterprises (“Defendant”). I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them.

2. On February 8, 2023, Plaintiff Anthony Anglin filed this putative class action alleging the following claims: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code § 203; (7) Violation of Labor Code §204; (8) Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (9) Failure to Reimburse Necessary Business Expenses § 2802; (10) Violation of Business & Professions Code § 17200 *et seq.* On the same date, Mr. Anglin’s Counsel sent a letter to the LWDA to exhaust his remedies under PAGA. On October 18, 2024, Mr. Anglin filed a First Amended Complaint adding a cause of action for penalties under the PAGA.

3. The parties agreed to participate in mediation and informally exchanged information and documents, including data points such as number of Class Members, pay periods, workweeks included in the class period, and Defendant’s wage and hour policies and practices and time and pay records for a sample of Class Members employed from December 8, 2021, through December 23, 2023. In preparation for mediation, Plaintiff hired an expert to prepare damage calculations and an exposure analysis for the mediation.

4. On January 16, 2024, the parties mediated this case with Brandon McKelvey, Esq., a well-respected and experienced mediator in wage and hour class actions.

5. After lengthy negotiations during the mediation, the parties ultimately settled the case in the total amount of \$120,000 (Gross Settlement Amount) on a class-wide and PAGA basis

1 for the period of February 8, 2019, to January 16, 2024. The parties executed the Settlement
2 Agreement in July 2024.

3 6. The Settlement Class consists of the named Plaintiff and all persons employed as a
4 non-exempt employee by Defendant in California from February 8, 2019, to January 16, 2024.
5 (“Class Members”). There is no claim form requirement, and no residual will revert to Defendant.
6 It is an opt-out class.

7 7. On March 18, 2025, the Court granted Preliminary Approval of this Settlement,
8 approved the Notice of Class Action and related forms, appointed the Class Representative,
9 designated Class Counsel, approved the Settlement Administrator, and set timelines for the
10 settlement administration process.

11 8. The Class Members’ response to the settlement is outstanding - 100% of the money
12 will be paid out as there is no reversion to Defendants and 100% of all 245 Class Members are
13 participating in the settlement, since there are no opt outs. There are also no objections to the
14 Settlement.

15 9. The average Class Member will receive a settlement payment of approximately
16 \$148.98, and the highest settlement payment will be approximately \$826.13. These amounts are
17 confirmed in the Declaration of Mayra Gonzalez on behalf of the settlement administrator,
18 Phoenix Class Action Solution, a true and correct copy of which is attached hereto as **Ex. 3**.

19 **CLASS REPRESENTATIVE SERVICE AWARD**

20 10. I believe that the requested Class Representative Service Award for Plaintiff
21 Anthony Anglin of \$5,000 is fair and reasonable. This is based on all facts set forth in the Motion
22 for Final Approval and the Declaration of the Class Representative. (**Ex. 5**, Declaration of Class
23 Representative Anthony Anglin [“Anglin Decl.”].)

24 11. As required by PAGA, Plaintiff’s Motion for Final Approval of Class and
25 Representative Action Settlement was filed (uploaded) with the Labor and Workforce
26 Development Agency’s (“LWDA”) online system on August 13, 2025. Attached as **Ex. 6** to this
27 declaration is a true and correct copy of proof of submission from the LWDA confirming receipt.

28 12. I did a simple Google search for “Anthony Anglin” and “Ally Enterprise” and the

1 very first hit is a reference to this case. Attached as **Exhibit A** to the Anglin Decl. is a true and
2 correct copy of this webpage. Any potential employer will almost certainly come across this
3 information in a simple web search.

4 **ATTORNEYS' COSTS**

5 13. The parties' Settlement Agreement provides for reimbursement of costs up to
6 \$20,000. Plaintiff's actual accumulated costs are \$13,915.88. Class Counsel has incurred total
7 costs in the amount of \$13,915.88. These are costs related to the subject case for expert fees
8 and copying for the prosecution of this case. Attached as **Ex. 2** are Itemized Costs. The claims
9 administration costs are capped at \$8,500. (**Ex. 3**, Declaration of Settlement Administrator
10 representative Mayra Gonzalez.)

11 **ATTORNEYS' FEES**

12 14. The Notice mailed to Class Members stated the amount of fees being requested by
13 Class Counsel. Not a single Class Member objected to an award of fees in the amount requested to
14 date.

15 15. Class Counsel are experienced and qualified to evaluate the Class claims and
16 viability of the defenses. The recovery for each Class Member in the present is fair and reasonable
17 based on all risk factors.

18 16. Class Counsel seeks a fee award calculated as a percentage of the total Settlement
19 Amount for the successful prosecution and resolution of this action. For Class Counsel, the fees
20 here were wholly contingent in nature, and this complex action involved specialized issues. There
21 was the prospect of the enormous cost inherent in class action litigation, as well as a long battle
22 with a corporate defendant. Class Counsel risked not only their time but also money to ensure the
23 successful litigation of this action on behalf of all Class Members. Accordingly, the requested
24 percentage of the common fund is appropriate, and Class Counsel respectfully requests that the
25 Court enter an Order to that effect.

26 17. I believe that a collective attorney fee of one-third of the total value of this case for
27 all Plaintiff's counsel is fair and reasonable, and Defendant has no objection to the fees and costs
28 being requested in this case. I am very familiar with the contingent fee market throughout

1 California particularly as it pertains to complex employment, wage and hour and class action
2 litigation. Contingency fee agreements with plaintiffs, both as individuals and as representatives in
3 class action suits, commonly provide that counsel will receive a fee that is between 33 to 40% of
4 any recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they
5 incurred out of a recovery amount. These are typical and standard percentages in employment
6 related contingency agreements throughout California. Indeed, in my opinion, Plaintiff in this
7 complex wage and hour case could not have retained competent counsel in California, particularly
8 with the considerable skill and expertise of my firm for any amount significantly less than the
9 contingency fee percentage provided in these retainer agreements. As the Court is well aware,
10 Plaintiff's Counsel has never been paid any money for attorneys' fee on this case and has
11 advanced all costs for over two years.

12 18. In the present case, Class Counsel will have spent approximately 129.9 hours and a
13 lodestar of approximately \$99,353.50. Attached as **Ex. 1** are true and correct copies of itemized
14 time records from D.Law. All these hours were reasonable and necessary and related to this
15 litigation. Class Counsel requests a fee of \$40,000, which is significantly less than the amount
16 warranted by the lodestar.

17 19. I have knowledge about the hourly rates charged by California attorneys and
18 paralegals. Based on the information I have, I believe that their stated hourly rates are reasonable
19 and appropriate for California attorneys and paralegals with comparable expertise, experience, and
20 qualifications.

21 20. The rates requested are in line with those approved in other cases. (*Simers v. Los*
22 *Angeles Times Communications LLC* (2024) 104 Cal.App.5th 940, 949 [affirming attorney rates
23 from \$400-900]; *Snoeck v. ExakTime Innovations, Inc.* (2023) 96 Cal.App. 5th 908, 914 (2023)
24 [hourly rates of \$750, \$600 and \$535 were reasonable in FEHA case]; *Espejo v. The Copley Press,*
25 *Inc.*, 13 Cal. App. 5th 329, 383 (2017) [blended rate of \$500 approved in misclassification case];
26 *Lopez v. Mgmt. & Training Corp.* (S.D. Cal. Apr. 20, 2020) No. 17CV1624 JM(RBM), 2020 WL
27 1911571, at *8-9 [approving of rates including \$500 for an associate with nine years of experience
28 and \$725/\$875 for attorneys with over thirty years of experience in an overtime class action].)

1 21. The rates are also consistent with surveys relied on by other courts. (*Martinez v.*
2 *Helzberg's Diamond Shops* (C.D. Cal., Sept. 24, 2021, No. EDCV201085PSGSHKX) 2021 WL
3 9181893, at at *10 [relying on “The Real Rate Report”] ; *Gutierrez v. Chopard USA Ltd.* (2022) 82
4 Cal.App.5th 383, 387 [Unruh Act case affirming award based on Laffey Matrix, available at
5 <http://www.laffeymatrix.com/see.html>].)

6 22. Plaintiff attaches the Declaration of Richard M. Pearl in support of a Plaintiff’s
7 Motion for Final Approval in the case of *Rosa Cantu, et al. v. Pacific Bell Telephone Company*,
8 Case No. BC441237, dated January 4, 2011. (Declaration of Richard M. Pearl attached as **Ex. 4.**)
9 Mr. Pearl specializes in issues related to cost-award attorney’s fees, including the representation of
10 parties in fee litigation and appeals, serving as an expert witness and serving as a mediator and
11 arbitrator in disputes concerning attorney’s fees and related issues. Mr. Pearl is also the author of
12 California Attorney’s Fee Awards (3d ed Cal. CEB 2010), as well as the author of the Second
13 Edition, years 1994 through 2008. He has also authored numerous other publications on attorney’s
14 fees, as set forth in his Declaration. (**Ex. 4 ¶¶ 4 and 5.**)

15 23. Mr. Pearl reviewed the comparable hourly rates of attorney fees in California. He
16 confirms that – even 18 years ago - courts have approved hourly rates of attorneys as follows:

- 17 • Rates up to \$875.00 in *Savaglio, et al. v. Wal-Mart*, Alameda County Superior
18 Court, Case No. C-835687-7 (before applying a 2.36 multiplier);
- 19 • Rates of up to \$750.00 in *Kashmiri, et al. v. Regents of UC*, San Francisco
20 County Superior Court (before applying a 3.7 multiplier);
- 21 • Rates of up to \$750.00 in *Environmental Law Foundation v. Laidlaw Transit,*
22 *Inc.*, San Francisco Superior Court, Case No. CGC-06-451832 (before applying
23 a 1.25 multiplier). (*Id.* at pp. 4 and 5.)

24 24. Additionally, Mr. Pearl reviewed numerous declarations, depositions and surveys
25 of legal rates on a non-contingent basis for the year 2009 and found hourly rates of up to \$775.00,
26 \$795.00, \$800.00, \$855.00, \$950.00, etc. (*Id.* at pp. 6-12.) These are non-contingent rates where
27 payment in full is expected promptly upon billing (*Id.* at p. 13.) These rates indicate that the
28 requested hourly rate, as well as the multiplier, is reasonable in the case at hand in view of

1 Plaintiff's Counsel's experience, the result achieved in this case and the contingent nature of the
2 fees in Class Action cases.

3 **ATTORNEYS' EXPERIENCE**

4 25. D.Law, Inc. is well qualified because of our experience, knowledge, and resources
5 to act as counsel and represent Plaintiff and the putative class in this action. I was admitted to the
6 California Bar in December 2008. I received my J.D. from Pepperdine University School of Law
7 and a B.S. from the University of Southern California. Since graduating from law school, I have
8 dedicated virtually my entire career to the practice of employment law. I have practiced
9 employment law from the plaintiff's side, the defense side, and from an in-house position. I have
10 significant experience specifically working on wage and hour class actions from the plaintiff's
11 side as well as the defense side, with the majority of my experience coming from the plaintiff's
12 side.

13 26. Lead attorney Natalie Haritounian received her Bachelor of Arts in political science
14 from the University of California, Los Angeles, in 2014. She then earned my Juris Doctorate from
15 the University of Southern California, Gould School of Law in May of 2018. Upon graduating
16 from law school, she has exclusively focused her practice on representing employees including in
17 wage-and-hour class actions and has obtained six and seven figure settlements against a range of
18 defendants.

19 27. Attorney Matthew Carraher earned his bachelor's degree from Loyola Marymount
20 University and his Juris Doctorate from Loyola Law School. He was admitted to the California
21 Bar in December 2022 and has devoted the majority of his legal career to the practice of
22 employment law. He has been appointed as class counsel for class and representative action
23 settlements in California state court involving the gamut of wage-and-hour claims, including
24 claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements,
25 failure to pay timely wages, and failure to reimburse necessary business expenses - similar to
26 claims at issue in the present matter.

27 28. Attorney Antonia McKee graduated from University of California, Davis, in 2014,
28 and from Southwestern Law School's SCALE Accelerated Two-year Program in 2021. Since

1 graduating law school, she has almost exclusively practiced in the area of employment law,
2 representing clients in complex class actions and representative actions in wage and hour claims.
3 She has also previously been appointed as class and PAGA counsel for other contested
4 proceedings.

5 29. Attorney Mason Doidge received his bachelor's degree from Eastern Washington
6 University in March 2019, and from University of California, Irvine School of Law in May 2023.
7 He has been in practice with the law firm of D.Law, Inc. since August 2024, focusing exclusively
8 in the area of employment law and has been involved in numerous cases in all aspects from pre-
9 filing through settlement, including California and Federal wage and hour class actions.

10 30. I have invested at least 28.30 hours for a total of \$29,034.00 in attorneys' fees
11 (\$1,045/hr x 28.3 hours = \$29,573.50). Senior Attorney Natalie Haritonian invested
12 approximately 40.1 hours for a total of \$37,092.50 (\$925/hr x 40.1 hours = \$37,092.50). Associate
13 Attorney Matthew Carraher invested approximately 26 hours for a total of \$12,350.00 in
14 attorneys' fees (\$475/hr x 26 hours = \$12,350.00). Associate Attorney Antonia McKee invested
15 approximately 17.7 hours for a total of \$8,407.50 in attorneys' fees (\$475/hr x 17.7 hours =
16 \$8,407.50). Associate Attorney Mason Doidge invested approximately 3.9 hours for a total of
17 \$1,852.50 in attorneys' fees (\$475/hr x 3.9 hours = \$1,852.50).

18 31. The table below summarizes Class Counsel's total hours, billables, and costs:

<u>Attorney/Firm</u>	<u>Total Hours</u>	<u>Total Billables</u>	<u>Costs</u>
Enoch Kim (D.LAW)	28.3	\$29,573.50	\$13,833.06
Natalie Haritonian (D.LAW)	40.1	\$37,092.50	
Matthew Carraher (D.LAW)	26	\$12,350.00	
Antonia McKee (D.LAW)	17.7	\$8,407.50	
Mason Doidge (D.LAW)	3.9	\$1,852.50	
Total:	116	\$89,276.00	\$13,833.06

28 32. The total lodestar amount for Attorney Walter Haines is \$10,077.50 (\$725/hr x

1 13.90 hours = \$10,077.50). (*See Declaration of Walter Haines*, at ¶ 10.)

2 33. Therefore, Class Counsel has collectively incurred 129.9 hours and \$99,353.50,
3 (116 hours for D.Law and \$89,276.00 in fees + 13.9 hours for United Employees Law Group,
4 P.C., and \$10,077.50).

5 34. In addition to the present case, D.Law is also class counsel for dozens of other
6 putative wage-and-hour class-action lawsuits pending in various state and federal jurisdictions
7 throughout California.

8 35. The combined extensive experience of Class Counsel in litigating employment
9 wage and hour matters has been integral in identifying legal issues, evaluating the strengths and
10 weaknesses of a case, and generally negotiating fair and reasonable class action settlements.
11 Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning
12 the constantly evolving substantive law (state and federal), as well as the procedural law of class
13 action litigation.

14 36. D.Law has recently successfully certified cases and when necessary we pursue
15 cases on appeal. D.Law is well qualified to evaluate the class claims in this action, to evaluate
16 settlement v. trial and defenses raised. The following are examples of some of D.Law's and David
17 Yeremian & Associates, Inc.'s cases that have resulted in favorable settlements for the employee
18 Class Members and Aggrieved Employees we have represented: (a) *Martinez v. Villa & Sons*
19 *Enterprises, Inc.*, San Benito County Superior Court, Case No. CU-19-00120 (Hon. J. Omar
20 Rodriguez); (b) *Herrera v. Pomona Quality Foam, LLC*, Los Angeles County Superior Court,
21 Case No. 19STCV38235 (Hon. Ann Jones); (c) *Torres v. Precision Plastics Packaging Co.*,
22 Orange County Superior Court, Case No. 30-2019-01063177-CU-OE-CXC (Hon. Peter Wilson);
23 (d) *Marchbanks v. Torrid Administration, Inc.*, et al. San Diego County Superior Court, Case No.
24 37-2020-00008179-CU-OE-NC (Hon. Blaine K. Bowman); (e) *Becerra v. Tetra Tech, Inc.*,
25 Sonoma County Superior Court, Case No. SCV-265511 (Hon. Patrick Broderick); (f) *Foster v.*
26 *Deckers Outdoor Corporation*, Santa Barbara County Superior Court, Case No. 20CV03699 (Hon.
27 Donna D. Geck); (g) *Stakely v. Windsor Palms Care Center of Artesia*, Los Angeles Superior
28 Court, Case No. 21STCV10507 (Hon. Carolyn B. Kuhl); (h) *Sosa v. Aurora World, Inc.*, Los

1 Angeles County Superior Court, Case No. 19STCV20182 (Hon. Lawrence R. Riff); (i) *Torres v.*
2 *Rapid Manufacturing*, Orange County Superior Court, Case No. 30-2019-01089455-CU-OE-CXC
3 (Hon. William D. Claster); (j) *Aleman v. Moonlight Packing Corporation*, Fresno County Superior
4 Court, Case No. 20CECG01196 (Hon. Kristi Culver Kapetan); (k) *Salazar v. Happy FM Group,*
5 *Inc.*, Los Angeles Superior Court, Case No. 20STCV40294 (Hon. Stuart M. Rice); (l) *Baldwin v.*
6 *Patagonia, Inc.*, Los Angeles Superior Court, Case No. 20STCV40245 (Hon. Maren Nelson); (m)
7 *Smith v. NOIA Residential Services, Inc.*, Fresno Superior Court, Case No. 20CECG01820 (Hon.
8 Jeffrey Y. Hamilton); (n) *Alvarado v. Faro Logistics Solutions, Inc.*, San Bernardino Superior
9 Court, Case No. CIVSB2200441 (Hon. Joseph Ortiz); and (o) *Hernandez v. Clark Pacific*
10 *Corporation*, Yolo Superior Court, Case No. CV-2019-1053 (Hon. Samuel T. McAdam).

11 37. For purposes of this motion, the “Class” or “Class Members” consists of “all
12 persons employed as non-exempt employees by Defendant in California from February 8, 2019, to
13 January 16, 2024.” I do not believe that I or any other Class Counsel attorneys have any conflicts
14 of interest with the Class or with the Class Representative. I am not related to the Class
15 Representative. I have not previously represented the Defendant in any matter. I respectfully
16 submit that I, D.Law, Inc., David Yeremian & Associates, Inc., and United Employees Law
17 Group, P.C., are well suited to act as Class Counsel in this action, and we have and will continue
18 to vigorously represent the interests of the Class Members

19 I declare under penalty of perjury under the laws of the State of California and the United
20 States of America that the foregoing is true and correct.

21 Executed on August 13, 2025, at Los Angeles, California.

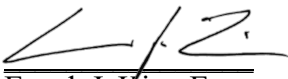
22 
23 Enoch J. Kim, Esq.

EXHIBIT 1

Attorney	Total Time	Rate	Total Billable Amount
Natalie Haritonian	40.1	\$ 925.00	\$ 37,092.50
Enoch Kim	28.3	\$ 1,045.00	\$ 29,573.50
Matthew Carraher	26	\$ 475.00	\$ 12,350.00
Antonia Bliznets	17.7	\$ 475.00	\$ 8,407.50
Mason Doidge	3.9	\$ 475.00	\$ 1,852.50
Total	116		\$ 89,276.00

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202381	Anglin v. Ally Enterprises	4/17/23	0.5	Natalie Haritoonian	reviewed case documents; correspondence to DY re PAGA claim
202381	Anglin v. Ally Enterprises	8/1/23	1	Natalie Haritoonian	drafted discovery requests including FROG - Gen, FROG - Emp., SPROG, and RFPs
202381	Anglin v. Ally Enterprises	8/1/23	0.4	Natalie Haritoonian	drafted case management conference statement; correspondence to NB re filing statement
202381	Anglin v. Ally Enterprises	8/2/23	0.5	Natalie Haritoonian	drafted case management conference statement; correspondence to NB re filing statement and posting jury fees
202381	Anglin v. Ally Enterprises	8/8/23	1	Natalie Haritoonian	prepared for and attended initial status conference
202381	Anglin v. Ally Enterprises	8/9/23	1	Natalie Haritoonian	drafted discovery requests including FROG - Gen, FROG - Emp., SPROG, and RFPs
202381	Anglin v. Ally Enterprises	8/10/23	0.4	Natalie Haritoonian	reviewed final PDF versions of the discovery requests; correspondence to SZ re updating POS
202381	Anglin v. Ally Enterprises	8/11/23	0.4	Natalie Haritoonian	correspondence to DY and NB re status conference; updated calendar
202381	Anglin v. Ally Enterprises	8/11/23	1	Natalie Haritoonian	drafted motion for pre-emptory challenge and declaration; correspondence to NB re filing
202381	Anglin v. Ally Enterprises	8/14/23	0.3	Natalie Haritoonian	phone call with defense counsel re mediation
202381	Anglin v. Ally Enterprises	9/6/23	0.3	Natalie Haritoonian	correspondence to defense counsel re mediation
202381	Anglin v. Ally Enterprises	9/8/23	0.2	Natalie Haritoonian	Reviewed notice re new firm; correspondence to JA re comments; revisions; reviewed and approved final version
202381	Anglin v. Ally Enterprises	9/12/23	0.3	Natalie Haritoonian	responded to defendant's correspondence re discovery extension
202381	Anglin v. Ally Enterprises	9/12/23	0.5	Natalie Haritoonian	drafted case management conference statement; correspondence to NB re filing
202381	Anglin v. Ally Enterprises	9/13/23	1	Natalie Haritoonian	prepared for and attended case management conference
202381	Anglin v. Ally Enterprises	9/18/23	0.2	Natalie Haritoonian	Reviewed court e-filing order accepted re notice of firm/address change; updated list
202381	Anglin v. Ally Enterprises	9/20/23	0.2	Natalie Haritoonian	correspondence to DY and SP re status conference
202381	Anglin v. Ally Enterprises	9/21/23	0.1	Natalie Haritoonian	correspondence to NB re updating calendar with trial, final status conference, and mandatory settlement conference dates
202381	Anglin v. Ally Enterprises	9/25/23	0.3	Natalie Haritoonian	correspondence to defense counsel re mediators
202381	Anglin v. Ally Enterprises	10/2/23	0.3	Natalie Haritoonian	correspondence to defense counsel re mediators
202381	Anglin v. Ally Enterprises	10/5/23	0.2	Natalie Haritoonian	correspondence to defense counsel re mediators (
202381	Anglin v. Ally Enterprises	10/10/23	0.4	Natalie Haritoonian	correspondence to defense counsel re discovery and mediation
202381	Anglin v. Ally Enterprises	10/10/23	0.2	Natalie Haritoonian	correspondence to Brandon McKelvey's case manager re mediation availability
202381	Anglin v. Ally Enterprises	10/11/23	0.3	Natalie Haritoonian	reviewed email from Brandon McKelvey's case manager; correspondence to defense counsel re mediation dates
202381	Anglin v. Ally Enterprises	10/13/23	0.3	Natalie Haritoonian	correspondence to Brandon McKelvey's case manager re mediation
202381	Anglin v. Ally Enterprises	10/16/23	0.3	Natalie Haritoonian	correspondence to Brandon McKelvey's case manager re scheduling mediation
202381	Anglin v. Ally Enterprises	10/17/23	0.2	Natalie Haritoonian	correspondence to SP re updating calendar with mediation
202381	Anglin v. Ally Enterprises	10/17/23	0.3	Natalie Haritoonian	correspondence to defense counsel re mediation
202381	Anglin v. Ally Enterprises	10/26/23	0.5	Natalie Haritoonian	correspondence to Brandon McKelvey's case manager re information needed to schedule mediation
202381	Anglin v. Ally Enterprises	11/8/23	0.6	Natalie Haritoonian	correspondence to defense counsel re informal discovery needed in advance of mediation
202381	Anglin v. Ally Enterprises	12/5/23	0.2	Matthew Carraher	case review
202381	Anglin v. Ally Enterprises	12/6/23	0.4	Matthew Carraher	Notice of Unavailability
202381	Anglin v. Ally Enterprises	12/7/23	0.1	Natalie Haritoonian	reviewed notice of unavailability
202381	Anglin v. Ally Enterprises	12/12/23	0.6	Matthew Carraher	Communicate (other outside counsel)
202381	Anglin v. Ally Enterprises	12/12/23	0.4	Natalie Haritoonian	correspondence to defense counsel re status of documents for mediation; correspondence to MC
202381	Anglin v. Ally Enterprises	12/18/23	0.3	Matthew Carraher	Email D' Counsel
202381	Anglin v. Ally Enterprises	12/18/23	0.3	Natalie Haritoonian	correspondence to defense counsel re discovery needed for mediation
202381	Anglin v. Ally Enterprises	1/3/24	0.2	Natalie Haritoonian	correspondence to defense counsel re mediation
202381	Anglin v. Ally Enterprises	1/3/24	0.2	Natalie Haritoonian	meeting with DY re mediation
202381	Anglin v. Ally Enterprises	1/8/24	0.3	Matthew Carraher	Spoke with D's counsel on the phone
202381	Anglin v. Ally Enterprises	1/9/24	2.1	Matthew Carraher	Mediation Brief
202381	Anglin v. Ally Enterprises	1/10/24	0.3	Natalie Haritoonian	correspondence to mediator re list of attendees
202381	Anglin v. Ally Enterprises	1/11/24	2	Matthew Carraher	Call w/ Client + mediation brief
202381	Anglin v. Ally Enterprises	1/12/24	2.8	Natalie Haritoonian	reviewed mediation brief; reviewed documents and data; reviewed expert's damage model; made revisions to the brief; correspondence to mediator
202381	Anglin v. Ally Enterprises	1/12/24	2	Matthew Carraher	Doc Review
202381	Anglin v. Ally Enterprises	1/15/24	0.4	Matthew Carraher	Reviewed Financial Statements
202381	Anglin v. Ally Enterprises	1/16/24	7	Matthew Carraher	Mediation attendance
202381	Anglin v. Ally Enterprises	1/16/24	6	Natalie Haritoonian	prepared for and attended mediation
202381	Anglin v. Ally Enterprises	1/24/24	0.5	Matthew Carraher	Speak with OC and review draft of MOU
202381	Anglin v. Ally Enterprises	1/24/24	0.1	Matthew Carraher	Convo with Client - Re: Timeline
202381	Anglin v. Ally Enterprises	1/24/24	0.3	Natalie Haritoonian	correspondence to MC re MOU; reviewed revised MOU; correspondence to MC re defendant's revisions
202381	Anglin v. Ally Enterprises	2/12/24	2	Matthew Carraher	Drafting Long-Form Settlement Agreement
202381	Anglin v. Ally Enterprises	2/13/24	2.2	Matthew Carraher	Draft Settlement Agreement
202381	Anglin v. Ally Enterprises	2/13/24	1	Natalie Haritoonian	reviewed initial draft of long form settlement agreement
202381	Anglin v. Ally Enterprises	2/20/24	0.2	Natalie Haritoonian	correspondence to MC re following up with defendant re agreement
202381	Anglin v. Ally Enterprises	2/20/24	0.4	Matthew Carraher	Call w/ OC
202381	Anglin v. Ally Enterprises	2/26/24	0.4	Matthew Carraher	Review OC Email and discuss w/ NH
202381	Anglin v. Ally Enterprises	3/1/24	0.5	Natalie Haritoonian	reviewed additional time and pay records defendant produced
202381	Anglin v. Ally Enterprises	3/4/24	0.1	Natalie Haritoonian	correspondence to MC re following up with defense counsel on financial documents
202381	Anglin v. Ally Enterprises	3/5/24	2	Matthew Carraher	Review Docs from D
202381	Anglin v. Ally Enterprises	3/19/24	0.3	Natalie Haritoonian	reviewed quote from Simpluris; correspondence to MC re total number of class members, website, and pages of notice packet
202381	Anglin v. Ally Enterprises	3/21/24	0.2	Natalie Haritoonian	correspondence to MC re getting quote from Phoenix
202381	Anglin v. Ally Enterprises	3/26/24	0.3	Natalie Haritoonian	reviewed settlement administration quotes; correspondence to MC re revising settlement agreement
202381	Anglin v. Ally Enterprises	3/26/24	0.1	Natalie Haritoonian	correspondence to MC re financial documents
202381	Anglin v. Ally Enterprises	4/8/24	0.5	Natalie Haritoonian	correspondence to mediator re mediation fees
202381	Anglin v. Ally Enterprises	4/19/24	1.5	Matthew Carraher	Draft Stip and look over agreement
202381	Anglin v. Ally Enterprises	5/2/24	0.2	Natalie Haritoonian	correspondence to DY re financial documents
202381	Anglin v. Ally Enterprises	5/9/24	0.1	Natalie Haritoonian	correspondence to SS re status of settlement documents
202381	Anglin v. Ally Enterprises	5/17/24	0.3	Natalie Haritoonian	discussion with DY re financial documents
202381	Anglin v. Ally Enterprises	5/17/24	0.1	Natalie Haritoonian	correspondence to KP re status of settlement
202381	Anglin v. Ally Enterprises	5/28/24	0.2	Natalie Haritoonian	meeting with DY re discussing financial records with defendant
202381	Anglin v. Ally Enterprises	5/30/24	0.5	Natalie Haritoonian	phone call with defense counsel re financial documents; meeting with DY and MC re same;
202381	Anglin v. Ally Enterprises	6/4/24	0.2	Natalie Haritoonian	correspondence to defense counsel re financials
202381	Anglin v. Ally Enterprises	6/10/24	0.4	Natalie Haritoonian	correspondence to defense counsel re questions on financial documents
202381	Anglin v. Ally Enterprises	6/10/24	0.4	Natalie Haritoonian	reviewed defendant's correspondence re financial documents; meeting with DY re same
202381	Anglin v. Ally Enterprises	6/11/24	3.5	Natalie Haritoonian	finalized settlement agreement and class notice; correspondence to defense counsel re same

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202381	Anglin v. Ally Enterprises	6/18/24	0.2	Natalie Haritoonian	correspondence to defense counsel re settlement agreement
202381	Anglin v. Ally Enterprises	6/26/24	0.4	Natalie Haritoonian	reviewed correspondence prepared by MC for settlement team; correspondence to SS
202381	Anglin v. Ally Enterprises	7/29/24	1.2	Natalie Haritoonian	joint stipulation and order re vacating mandatory settlement conference, final case management conference, and trial; correspondence to defense counsel
202381	Anglin v. Ally Enterprises	8/5/24	0.3	Natalie Haritoonian	correspondence to defense counsel re joint stipulation and order re vacating trial and other trial dates
202381	Anglin v. Ally Enterprises	8/13/24	0.4	Natalie Haritoonian	correspondence to defense counsel re joint stipulation and order re vacating trial
202381	Anglin v. Ally Enterprises	8/14/24	0.3	Natalie Haritoonian	correspondence to defense counsel re joint stipulation and order re vacating trial; correspondence to SP re filing
202381	Anglin v. Ally Enterprises	8/15/24	2.7	Mason Doidge	Drafting fac, joint stip to grant plaintiff leave to file fac, and proposed order. Saved to dropbox.
202381	Anglin v. Ally Enterprises	8/16/24	1	Mason Doidge	Finished drafting FAC, joint stip for leave to file FAC, and proposed order for leave to file FAC; sent to Natalie and saved to dropbox once finished.
202381	Anglin v. Ally Enterprises	8/16/24	0.2	Mason Doidge	Reviewed Natalie's revisions to my drafts of fac, stip, and proposed order.
202381	Anglin v. Ally Enterprises	8/16/24	0.4	Natalie Haritoonian	reviewed joint stipulation and order re leave to amend and FAC (adding PAGA) drafted by MD; made revisions; correspondence to defense counsel re same
202381	Anglin v. Ally Enterprises	8/20/24	0.3	Natalie Haritoonian	correspondence to defense counsel re joint stipulation and order re leave to amend complaint (adding PAGA)
202381	Anglin v. Ally Enterprises	8/23/24	0.2	Natalie Haritoonian	correspondence to defense counsel re joint stipulation and order re vacating trial
202381	Anglin v. Ally Enterprises	9/3/24	0.2	Natalie Haritoonian	correspondence to SP re filing joint stipulation and order re leave to amend
202381	Anglin v. Ally Enterprises	11/4/24	0.3	Natalie Haritoonian	correspondence to EK re status of case
202381	Anglin v. Ally Enterprises	11/13/24	0.4	Enoch Kim	Review class and PAGA settlement agreement.
202381	Anglin v. Ally Enterprises	1/10/25	0.6	Matthew Carraher	Draft CMS statement + Discuss w/ EK
202381	Anglin v. Ally Enterprises	1/13/25	4.9	Enoch Kim	Draft and revise declaration of Natalie Haritoonian in support of motion for preliminary approval.
202381	Anglin v. Ally Enterprises	1/13/25	2.6	Enoch Kim	Draft and revise memorandum of points and authorities in support of motion for preliminary approval.
202381	Anglin v. Ally Enterprises	1/13/25	0.5	Enoch Kim	Draft and revise declaration of David Yeremian in support of motion for preliminary approval.
202381	Anglin v. Ally Enterprises	1/14/25	1.2	Enoch Kim	Draft and revise declaration of David Yeremian in support of motion for preliminary approval.
202381	Anglin v. Ally Enterprises	1/14/25	1.4	Enoch Kim	Draft and revise declaration of Anthony Anglin in support of motion for preliminary approval.
202381	Anglin v. Ally Enterprises	1/14/25	2.3	Enoch Kim	Draft and revise proposed order re motion for preliminary approval.
202381	Anglin v. Ally Enterprises	1/14/25	1.7	Enoch Kim	Draft and revise declaration of Natalie Haritoonian in support of motion for preliminary approval.
202381	Anglin v. Ally Enterprises	1/14/25	1	Enoch Kim	Draft and revise motion for preliminary approval.
202381	Anglin v. Ally Enterprises	1/14/25	0.3	Enoch Kim	Draft email correspondence to defense counsel regarding preliminary approval motion documents.
202381	Anglin v. Ally Enterprises	1/15/25	0.2	Enoch Kim	Confer with litigation team regarding revisions to the declarations in support of preliminary approval motion.
202381	Anglin v. Ally Enterprises	1/15/25	3	Natalie Haritoonian	reviewed motion for preliminary approval; correspondence to EK re same
202381	Anglin v. Ally Enterprises	1/16/25	1	Matthew Carraher	Prepare + attend Hearing
202381	Anglin v. Ally Enterprises	1/21/25	0.8	Enoch Kim	Review and revise declaration of Natalie Haritoonian in support of preliminary approval motion.
202381	Anglin v. Ally Enterprises	1/22/25	2	Enoch Kim	Draft and revise memorandum of points and authorities and declaration in support of preliminary approval motion.
202381	Anglin v. Ally Enterprises	1/22/25	0.2	Enoch Kim	Draft email correspondence to defense counsel regarding revised memorandum and declaration in support of preliminary approval motion.
202381	Anglin v. Ally Enterprises	1/22/25	0.1	Natalie Haritoonian	responded to DY's correspondence re status of case
202381	Anglin v. Ally Enterprises	1/31/25	0.6	Enoch Kim	Review and analyze defense counsel's explanation of defendant's financial condition for settlement purposes.
202381	Anglin v. Ally Enterprises	1/31/25	0.1	Enoch Kim	Draft email to defense counsel re approval motion.
202381	Anglin v. Ally Enterprises	2/6/25	0.1	Enoch Kim	Draft email to defense counsel re approval motion.
202381	Anglin v. Ally Enterprises	2/11/25	0.4	Enoch Kim	Communicate with team re reservation of hearing date and filing of preliminary approval motion.
202381	Anglin v. Ally Enterprises	2/11/25	0.2	Enoch Kim	Draft email to defense counsel re preliminary approval hearing date and filing of motion.
202381	Anglin v. Ally Enterprises	2/13/25	0.1	Antonia Bliznets	Reviewing file
202381	Anglin v. Ally Enterprises	2/13/25	0.2	Enoch Kim	Confer with EG re client signature on declaration in support of preliminary approval motion.
202381	Anglin v. Ally Enterprises	2/14/25	0.3	Natalie Haritoonian	correspondence to EK re upcoming hearings, upcoming deadlines, and procedural status
202381	Anglin v. Ally Enterprises	2/14/25	1.5	Enoch Kim	Communicate with EG and litigation team throughout the day re the finalization of the preliminary approval motion documents for filing and issues with the submission of the settlement docs to the LWDA filing portal.
202381	Anglin v. Ally Enterprises	2/14/25	0.9	Enoch Kim	Review and revise preliminary approval motion and supporting declaration for filing.
202381	Anglin v. Ally Enterprises	2/20/25	0.8	Enoch Kim	Confer with team re Haines declaration and revisions needed to the approval motion documents.
202381	Anglin v. Ally Enterprises	2/21/25	0.1	Antonia Bliznets	Followed up with co-counsel re: dec via phone
202381	Anglin v. Ally Enterprises	2/21/25	0.2	Antonia Bliznets	Reviewing co-counsel's dec.
202381	Anglin v. Ally Enterprises	2/21/25	0.3	Enoch Kim	Confer with AB and EG re declaration from Walter Haines and revisions to preliminary approval motion.
202381	Anglin v. Ally Enterprises	2/21/25	0.4	Enoch Kim	Review and analyze necessary revisions to preliminary approval motion.
202381	Anglin v. Ally Enterprises	2/23/25	0.9	Enoch Kim	Review Walter Haines declaration and revise preliminary approval motion documents.
202381	Anglin v. Ally Enterprises	2/24/25	0.2	Antonia Bliznets	Edit Plaintiff's dec
202381	Anglin v. Ally Enterprises	2/24/25	0.1	Antonia Bliznets	Email correspondence with co-counsel
202381	Anglin v. Ally Enterprises	2/24/25	0.2	Antonia Bliznets	Meet and confer with senior counsel on filing of MPA.
202381	Anglin v. Ally Enterprises	2/24/25	0.6	Enoch Kim	Review and revise settlement approval motion documents.
202381	Anglin v. Ally Enterprises	2/24/25	0.4	Enoch Kim	Confer with EG and AB re finalization of approval motion documents and declaration from client.
202381	Anglin v. Ally Enterprises	2/25/25	0.2	Antonia Bliznets	Prepare Plaintiff's dec for refiling.
202381	Anglin v. Ally Enterprises	2/25/25	0.4	Enoch Kim	Review client declaration in support of preliminary approval motion and confer with EG and AB re same.
202381	Anglin v. Ally Enterprises	3/17/25	0.6	Antonia Bliznets	Continue drafting MPA
202381	Anglin v. Ally Enterprises	3/17/25	0.5	Enoch Kim	Confer with AB re preparation for preliminary approval hearing and review file.
202381	Anglin v. Ally Enterprises	3/18/25	1.5	Antonia Bliznets	MPA Hearing
202381	Anglin v. Ally Enterprises	3/18/25	0.6	Antonia Bliznets	Emailing OPC admin contact info and emailing co-counsel update re: MPA approval.
202381	Anglin v. Ally Enterprises	3/18/25	0.2	Enoch Kim	Confer with AB re preliminary approval hearing and next steps.
202381	Anglin v. Ally Enterprises	3/20/25	0.1	Antonia Bliznets	Calling client back
202381	Anglin v. Ally Enterprises	3/28/25	0.3	Antonia Bliznets	Reviewing file
202381	Anglin v. Ally Enterprises	4/1/25	0.5	Antonia Bliznets	Following up by email to OC re: signed order and internal conf

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202381	Anglin v. Ally Enterprises	4/2/25	0.2	Antonia Bliznets	Reviewing administrator email communications
202381	Anglin v. Ally Enterprises	4/2/25	0.3	Enoch Kim	Exchange emails with settlement administrator and confer with AB re settlement administration.
202381	Anglin v. Ally Enterprises	4/18/25	0.5	Antonia Bliznets	Reviewing timeline generated by Admin & Class Notice, corresponding via email re: the same
202381	Anglin v. Ally Enterprises	5/1/25	0.1	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
202381	Anglin v. Ally Enterprises	5/29/25	0.1	Antonia Bliznets	Returning client's call to provide case update, left vm
202381	Anglin v. Ally Enterprises	6/27/25	0.2	Antonia Bliznets	Calling client back with case update, texting, and internal conf. re: the same with EG
202381	Anglin v. Ally Enterprises	6/30/25	0.1	Antonia Bliznets	Internal conf with EG re: client update
202381	Anglin v. Ally Enterprises	7/3/25	1.8	Antonia Bliznets	Begin drafting Motion for Final Approval
202381	Anglin v. Ally Enterprises	7/7/25	2.6	Antonia Bliznets	Continue drafting MFA
202381	Anglin v. Ally Enterprises	7/8/25	0.4	Antonia Bliznets	Creating administrator's declaration cover page and sending to admin
202381	Anglin v. Ally Enterprises	7/8/25	0.3	Antonia Bliznets	Sending conformed copies of MPA to Walter Haines office
202381	Anglin v. Ally Enterprises	7/8/25	0.6	Antonia Bliznets	Plaintiff's declaration ISO MFA
202381	Anglin v. Ally Enterprises	7/9/25	0.5	Antonia Bliznets	Sending client's dec ISO MFA for review and calling client back.
202381	Anglin v. Ally Enterprises	7/11/25	0.3	Antonia Bliznets	Call with client re: case update.
202381	Anglin v. Ally Enterprises	7/17/25	0.2	Antonia Bliznets	Emailing loan officer
202381	Anglin v. Ally Enterprises	7/17/25	0.5	Antonia Bliznets	Sending details of court case to loan officer
202381	Anglin v. Ally Enterprises	7/18/25	0.3	Antonia Bliznets	Call with client re: loan
202381	Anglin v. Ally Enterprises	7/21/25	0.2	Antonia Bliznets	Call with client re: loan and to ProLegal Funding re: the same.
202381	Anglin v. Ally Enterprises	7/29/25	0.5	Antonia Bliznets	Call with client re: MFA procedures and declaration.
202381	Anglin v. Ally Enterprises	8/1/25	1.6	Antonia Bliznets	Preparing motion for final approval moving papers
202381	Anglin v. Ally Enterprises	8/12/25	2	Antonia Bliznets	Finalizing MFA for EK final review/filing.

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202381	Anglin v. Ally Enterprises	4/17/23	0.5	Natalie Haritoonian	reviewed case documents; correspondence to DY re PAGA claim
202381	Anglin v. Ally Enterprises	8/1/23	1	Natalie Haritoonian	drafted discovery requests including FROG - Gen, FROG - Emp., SPROG, and RFPs
202381	Anglin v. Ally Enterprises	8/1/23	0.4	Natalie Haritoonian	drafted case management conference statement; correspondence to NB re filing statement
202381	Anglin v. Ally Enterprises	8/2/23	0.5	Natalie Haritoonian	drafted case management conference statement; correspondence to NB re filing statement and posting jury fees
202381	Anglin v. Ally Enterprises	8/8/23	1	Natalie Haritoonian	prepared for and attended initial status conference
202381	Anglin v. Ally Enterprises	8/9/23	1	Natalie Haritoonian	drafted discovery requests including FROG - Gen, FROG - Emp., SPROG, and RFPs
202381	Anglin v. Ally Enterprises	8/10/23	0.4	Natalie Haritoonian	reviewed final PDF versions of the discovery requests; correspondence to SZ re updating POS
202381	Anglin v. Ally Enterprises	8/11/23	0.4	Natalie Haritoonian	correspondence to DY and NB re status conference; updated calendar
202381	Anglin v. Ally Enterprises	8/11/23	1	Natalie Haritoonian	drafted motion for pre-emptory challenge and declaration; correspondence to NB re filing
202381	Anglin v. Ally Enterprises	8/14/23	0.3	Natalie Haritoonian	phone call with defense counsel re mediation
202381	Anglin v. Ally Enterprises	9/6/23	0.3	Natalie Haritoonian	correspondence to defense counsel re mediation
202381	Anglin v. Ally Enterprises	9/8/23	0.2	Natalie Haritoonian	Reviewed notice re new firm; correspondence to JA re comments; revisions; reviewed and approved final version
202381	Anglin v. Ally Enterprises	9/12/23	0.3	Natalie Haritoonian	responded to defendant's correspondence re discovery extension
202381	Anglin v. Ally Enterprises	9/12/23	0.5	Natalie Haritoonian	drafted case management conference statement; correspondence to NB re filing
202381	Anglin v. Ally Enterprises	9/13/23	1	Natalie Haritoonian	prepared for and attended case management conference
202381	Anglin v. Ally Enterprises	9/18/23	0.2	Natalie Haritoonian	Reviewed court e-filing order accepted re notice of firm/address change; updated list
202381	Anglin v. Ally Enterprises	9/20/23	0.2	Natalie Haritoonian	correspondence to DY and SP re status conference
202381	Anglin v. Ally Enterprises	9/21/23	0.1	Natalie Haritoonian	correspondence to NB re updating calendar with trial, final status conference, and mandatory settlement conference dates
202381	Anglin v. Ally Enterprises	9/25/23	0.3	Natalie Haritoonian	correspondence to defense counsel re mediators
202381	Anglin v. Ally Enterprises	10/2/23	0.3	Natalie Haritoonian	correspondence to defense counsel re mediators
202381	Anglin v. Ally Enterprises	10/5/23	0.2	Natalie Haritoonian	correspondence to defense counsel re mediators (
202381	Anglin v. Ally Enterprises	10/10/23	0.4	Natalie Haritoonian	correspondence to defense counsel re discovery and mediation
202381	Anglin v. Ally Enterprises	10/10/23	0.2	Natalie Haritoonian	correspondence to Brandon McKelvey's case manager re mediation availability
202381	Anglin v. Ally Enterprises	10/11/23	0.3	Natalie Haritoonian	reviewed email from Brandon McKelvey's case manager; correspondence to defense counsel re mediation dates
202381	Anglin v. Ally Enterprises	10/13/23	0.3	Natalie Haritoonian	correspondence to Brandon McKelvey's case manager re mediation
202381	Anglin v. Ally Enterprises	10/16/23	0.3	Natalie Haritoonian	correspondence to Brandon McKelvey's case manager re scheduling mediation
202381	Anglin v. Ally Enterprises	10/17/23	0.2	Natalie Haritoonian	correspondence to SP re updating calendar with mediation
202381	Anglin v. Ally Enterprises	10/17/23	0.3	Natalie Haritoonian	correspondence to defense counsel re mediation
202381	Anglin v. Ally Enterprises	10/26/23	0.5	Natalie Haritoonian	correspondence to Brandon McKelvey's case manager re information needed to schedule mediation
202381	Anglin v. Ally Enterprises	11/8/23	0.6	Natalie Haritoonian	correspondence to defense counsel re informal discovery needed in advance of mediation
202381	Anglin v. Ally Enterprises	12/7/23	0.1	Natalie Haritoonian	reviewed notice of unavailability
202381	Anglin v. Ally Enterprises	12/12/23	0.4	Natalie Haritoonian	correspondence to defense counsel re status of documents for mediation; correspondence to MC
202381	Anglin v. Ally Enterprises	12/18/23	0.3	Natalie Haritoonian	correspondence to defense counsel re discovery needed for mediation
202381	Anglin v. Ally Enterprises	1/3/24	0.2	Natalie Haritoonian	correspondence to defense counsel re mediation
202381	Anglin v. Ally Enterprises	1/3/24	0.2	Natalie Haritoonian	meeting with DY re mediation
202381	Anglin v. Ally Enterprises	1/10/24	0.3	Natalie Haritoonian	correspondence to mediator re list of attendees
202381	Anglin v. Ally Enterprises	1/12/24	2.8	Natalie Haritoonian	reviewed mediation brief; reviewed documents and data; reviewed expert's damage model; made revisions to the brief; correspondence to mediator
202381	Anglin v. Ally Enterprises	1/16/24	6	Natalie Haritoonian	prepared for and attended mediation
202381	Anglin v. Ally Enterprises	1/24/24	0.3	Natalie Haritoonian	correspondence to MC re MOU; reviewed revised MOU; correspondence to MC re defendant's revisions
202381	Anglin v. Ally Enterprises	2/13/24	1	Natalie Haritoonian	reviewed initial draft of long form settlement agreement
202381	Anglin v. Ally Enterprises	2/20/24	0.2	Natalie Haritoonian	correspondence to MC re following up with defendant re agreement
202381	Anglin v. Ally Enterprises	3/1/24	0.5	Natalie Haritoonian	reviewed additional time and pay records defendant produced
202381	Anglin v. Ally Enterprises	3/4/24	0.1	Natalie Haritoonian	correspondence to MC re following up with defense counsel on financial documents
202381	Anglin v. Ally Enterprises	3/19/24	0.3	Natalie Haritoonian	reviewed quote from Simpluris; correspondence to MC re total number of class members, website, and pages of notice packet
202381	Anglin v. Ally Enterprises	3/21/24	0.2	Natalie Haritoonian	correspondence to MC re getting quote from Phoenix
202381	Anglin v. Ally Enterprises	3/26/24	0.3	Natalie Haritoonian	reviewed settlement administration quotes; correspondence to MC re revising settlement agreement
202381	Anglin v. Ally Enterprises	3/26/24	0.1	Natalie Haritoonian	correspondence to MC re financial documents
202381	Anglin v. Ally Enterprises	4/8/24	0.5	Natalie Haritoonian	correspondence to mediator re mediation fees
202381	Anglin v. Ally Enterprises	5/2/24	0.2	Natalie Haritoonian	correspondence to DY re financial documents
202381	Anglin v. Ally Enterprises	5/9/24	0.1	Natalie Haritoonian	correspondence to SS re status of settlement documents
202381	Anglin v. Ally Enterprises	5/17/24	0.3	Natalie Haritoonian	discussion with DY re financial documents
202381	Anglin v. Ally Enterprises	5/17/24	0.1	Natalie Haritoonian	correspondence to KP re status of settlement
202381	Anglin v. Ally Enterprises	5/28/24	0.2	Natalie Haritoonian	meeting with DY re discussing financial records with defendant
202381	Anglin v. Ally Enterprises	5/30/24	0.5	Natalie Haritoonian	phone call with defense counsel re financial documents; meeting with DY and MC re same; correspondence to defense counsel re financials
202381	Anglin v. Ally Enterprises	6/4/24	0.2	Natalie Haritoonian	correspondence to defense counsel re questions on financial documents
202381	Anglin v. Ally Enterprises	6/10/24	0.4	Natalie Haritoonian	reviewed defendant's correspondence re financial documents; meeting with DY re same
202381	Anglin v. Ally Enterprises	6/11/24	3.5	Natalie Haritoonian	finalized settlement agreement and class notice; correspondence to defense counsel re same
202381	Anglin v. Ally Enterprises	6/18/24	0.2	Natalie Haritoonian	correspondence to defense counsel re settlement agreement
202381	Anglin v. Ally Enterprises	6/26/24	0.4	Natalie Haritoonian	reviewed correspondence prepared by MC for settlement team; correspondence to SS
202381	Anglin v. Ally Enterprises	7/29/24	1.2	Natalie Haritoonian	joint stipulation and order re vacating mandatory settlement conference, final case management conference, and trial; correspondence to defense counsel
202381	Anglin v. Ally Enterprises	8/5/24	0.3	Natalie Haritoonian	correspondence to defense counsel re joint stipulation and order re vacating trial and other trial dates
202381	Anglin v. Ally Enterprises	8/13/24	0.4	Natalie Haritoonian	correspondence to defense counsel re joint stipulation and order re vacating trial
202381	Anglin v. Ally Enterprises	8/14/24	0.3	Natalie Haritoonian	correspondence to defense counsel re joint stipulation and order re vacating trial; correspondence to SP re filing
202381	Anglin v. Ally Enterprises	8/16/24	0.4	Natalie Haritoonian	reviewed joint stipulation and order re leave to amend and FAC (adding PAGA) drafted by MD; made revisions; correspondence to defense counsel re same
202381	Anglin v. Ally Enterprises	8/20/24	0.3	Natalie Haritoonian	correspondence to defense counsel re joint stipulation and order re leave to amend complaint (adding PAGA)
202381	Anglin v. Ally Enterprises	8/23/24	0.2	Natalie Haritoonian	correspondence to defense counsel re joint stipulation and order re vacating trial
202381	Anglin v. Ally Enterprises	9/3/24	0.2	Natalie Haritoonian	correspondence to SP re filing joint stipulation and order re leave to amend
202381	Anglin v. Ally Enterprises	11/4/24	0.3	Natalie Haritoonian	correspondence to EK re status of case
202381	Anglin v. Ally Enterprises	1/15/25	3	Natalie Haritoonian	reviewed motion for preliminary approval; correspondence to EK re same
202381	Anglin v. Ally Enterprises	1/22/25	0.1	Natalie Haritoonian	responded to DY's correspondence re status of case

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202381	Anglin v. Ally Enterprises	2/14/25	0.3	Natalie Haritoonian	correspondence to EK re upcoming hearings, upcoming deadlines, and procedural status
	Total Time		40.1		

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202381	Anglin v. Ally Enterprises	11/13/24	0.4	Enoch Kim	Review class and PAGA settlement agreement.
202381	Anglin v. Ally Enterprises	1/13/25	4.9	Enoch Kim	Draft and revise declaration of Natalie Haritoonian in support of motion for preliminary approval.
202381	Anglin v. Ally Enterprises	1/13/25	2.6	Enoch Kim	Draft and revise memorandum of points and authorities in support of motion for preliminary approval.
202381	Anglin v. Ally Enterprises	1/13/25	0.5	Enoch Kim	Draft and revise declaration of David Yeremian in support of motion for preliminary approval.
202381	Anglin v. Ally Enterprises	1/14/25	1.2	Enoch Kim	Draft and revise declaration of David Yeremian in support of motion for preliminary approval.
202381	Anglin v. Ally Enterprises	1/14/25	1.4	Enoch Kim	Draft and revise declaration of Anthony Anglin in support of motion for preliminary approval.
202381	Anglin v. Ally Enterprises	1/14/25	2.3	Enoch Kim	Draft and revise proposed order re motion for preliminary approval.
202381	Anglin v. Ally Enterprises	1/14/25	1.7	Enoch Kim	Draft and revise declaration of Natalie Haritoonian in support of motion for preliminary approval.
202381	Anglin v. Ally Enterprises	1/14/25	1	Enoch Kim	Draft and revise motion for preliminary approval.
202381	Anglin v. Ally Enterprises	1/14/25	0.3	Enoch Kim	Draft email correspondence to defense counsel regarding preliminary approval motion documents.
202381	Anglin v. Ally Enterprises	1/15/25	0.2	Enoch Kim	Confer with litigation team regarding revisions to the declarations in support of preliminary approval motion.
202381	Anglin v. Ally Enterprises	1/21/25	0.8	Enoch Kim	Review and revise declaration of Natalie Haritoonian in support of preliminary approval motion.
202381	Anglin v. Ally Enterprises	1/22/25	2	Enoch Kim	Draft and revise memorandum of points and authorities and declaration in support of preliminary approval motion.
202381	Anglin v. Ally Enterprises	1/22/25	0.2	Enoch Kim	Draft email correspondence to defense counsel regarding revised memorandum and declaration in support of preliminary approval motion.
202381	Anglin v. Ally Enterprises	1/31/25	0.6	Enoch Kim	Review and analyze defense counsel's explanation of defendant's financial condition for settlement purposes.
202381	Anglin v. Ally Enterprises	1/31/25	0.1	Enoch Kim	Draft email to defense counsel re approval motion.
202381	Anglin v. Ally Enterprises	2/6/25	0.1	Enoch Kim	Draft email to defense counsel re approval motion.
202381	Anglin v. Ally Enterprises	2/11/25	0.4	Enoch Kim	Communicate with team re reservation of hearing date and filing of preliminary approval motion.
202381	Anglin v. Ally Enterprises	2/11/25	0.2	Enoch Kim	Draft email to defense counsel re preliminary approval hearing date and filing of motion.
202381	Anglin v. Ally Enterprises	2/13/25	0.2	Enoch Kim	Confer with EG re client signature on declaration in support of preliminary approval motion.
202381	Anglin v. Ally Enterprises	2/14/25	1.5	Enoch Kim	Communicate with EG and litigation team throughout the day re the finalization of the preliminary approval motion documents for filing and issues with the submission of the settlement docs to the LWDA filing portal.
202381	Anglin v. Ally Enterprises	2/14/25	0.9	Enoch Kim	Review and revise preliminary approval motion and supporting declaration for filing.
202381	Anglin v. Ally Enterprises	2/20/25	0.8	Enoch Kim	Confer with team re Haines declaration and revisions needed to the approval motion documents.
202381	Anglin v. Ally Enterprises	2/21/25	0.3	Enoch Kim	Confer with AB and EG re declaration from Walter Haines and revisions to preliminary approval motion.
202381	Anglin v. Ally Enterprises	2/21/25	0.4	Enoch Kim	Review and analyze necessary revisions to preliminary approval motion.
202381	Anglin v. Ally Enterprises	2/23/25	0.9	Enoch Kim	Review Walter Haines declaration and revise preliminary approval motion documents.
202381	Anglin v. Ally Enterprises	2/24/25	0.6	Enoch Kim	Review and revise settlement approval motion documents.
202381	Anglin v. Ally Enterprises	2/24/25	0.4	Enoch Kim	Confer with EG and AB re finalization of approval motion documents and declaration from client.
202381	Anglin v. Ally Enterprises	2/25/25	0.4	Enoch Kim	Review client declaration in support of preliminary approval motion and confer with EG and AB re same.
202381	Anglin v. Ally Enterprises	3/17/25	0.5	Enoch Kim	Confer with AB re preparation for preliminary approval hearing and review file.
202381	Anglin v. Ally Enterprises	3/18/25	0.2	Enoch Kim	Confer with AB re preliminary approval hearing and next steps.
202381	Anglin v. Ally Enterprises	4/2/25	0.3	Enoch Kim	Exchange emails with settlement administrator and confer with AB re settlement administration.
	Total Time		28.3		

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202381	Anglin v. Ally Enterprises	12/5/23	0.2	Matthew Carraher	case review
202381	Anglin v. Ally Enterprises	12/6/23	0.4	Matthew Carraher	Notice of Unavailability
202381	Anglin v. Ally Enterprises	12/12/23	0.6	Matthew Carraher	Communicate [other outside counsel]
202381	Anglin v. Ally Enterprises	12/18/23	0.3	Matthew Carraher	Email D' Counsel
202381	Anglin v. Ally Enterprises	1/8/24	0.3	Matthew Carraher	Spoke with D's counsel on the phone
202381	Anglin v. Ally Enterprises	1/9/24	2.1	Matthew Carraher	Mediation Brief
202381	Anglin v. Ally Enterprises	1/11/24	2	Matthew Carraher	Call w/ Client + mediation brief
202381	Anglin v. Ally Enterprises	1/12/24	2	Matthew Carraher	Doc Review
202381	Anglin v. Ally Enterprises	1/15/24	0.4	Matthew Carraher	Reviewed Financial Statements
202381	Anglin v. Ally Enterprises	1/16/24	7	Matthew Carraher	Mediation attendance
202381	Anglin v. Ally Enterprises	1/24/24	0.5	Matthew Carraher	Speak with OC and review draft of MOU
202381	Anglin v. Ally Enterprises	1/24/24	0.1	Matthew Carraher	Convo with Client - Re: Timeline
202381	Anglin v. Ally Enterprises	2/12/24	2	Matthew Carraher	Drafting Long-Form Settlement Agreement
202381	Anglin v. Ally Enterprises	2/13/24	2.2	Matthew Carraher	Draft Settlement Agreement
202381	Anglin v. Ally Enterprises	2/20/24	0.4	Matthew Carraher	Call w/ OC
202381	Anglin v. Ally Enterprises	2/26/24	0.4	Matthew Carraher	Review OC Email and discuss w/ NH
202381	Anglin v. Ally Enterprises	3/5/24	2	Matthew Carraher	Review Docs from D
202381	Anglin v. Ally Enterprises	4/19/24	1.5	Matthew Carraher	Draft Stip and look over agreement
202381	Anglin v. Ally Enterprises	1/10/25	0.6	Matthew Carraher	Draft CMS statement + Discuss w/ EK
202381	Anglin v. Ally Enterprises	1/16/25	1	Matthew Carraher	Prepare + attend Hearing
Total Time			26		

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202381	Anglin v. Ally Enterprises	2/13/25	0.1	Antonia Bliznets	Reviewing file
202381	Anglin v. Ally Enterprises	2/21/25	0.1	Antonia Bliznets	Followed up with co-counsel re: dec via phone
202381	Anglin v. Ally Enterprises	2/21/25	0.2	Antonia Bliznets	Reviewing co-counsel's dec.
202381	Anglin v. Ally Enterprises	2/24/25	0.2	Antonia Bliznets	Edit Plaintiff's dec
202381	Anglin v. Ally Enterprises	2/24/25	0.1	Antonia Bliznets	Email correspondence with co-counsel
202381	Anglin v. Ally Enterprises	2/24/25	0.2	Antonia Bliznets	Meet and confer with senior counsel on filing of MPA.
202381	Anglin v. Ally Enterprises	2/25/25	0.2	Antonia Bliznets	Prepare Plaintiff's dec for refiling.
202381	Anglin v. Ally Enterprises	3/17/25	0.6	Antonia Bliznets	Continue drafting MPA
202381	Anglin v. Ally Enterprises	3/18/25	1.5	Antonia Bliznets	MPA Hearing
202381	Anglin v. Ally Enterprises	3/18/25	0.6	Antonia Bliznets	Emailing OPC admin contact info and emailing co-counsel update re: MPA approval.
202381	Anglin v. Ally Enterprises	3/20/25	0.1	Antonia Bliznets	Calling client back
202381	Anglin v. Ally Enterprises	3/28/25	0.3	Antonia Bliznets	Reviewing file
202381	Anglin v. Ally Enterprises	4/1/25	0.5	Antonia Bliznets	Following up by email to OC re: signed order and internal conf
202381	Anglin v. Ally Enterprises	4/2/25	0.2	Antonia Bliznets	Reviewing administrator email communications
202381	Anglin v. Ally Enterprises	4/18/25	0.5	Antonia Bliznets	Reviewing timeline generated by Admin & Class Notice, corresponding via email re: the same
202381	Anglin v. Ally Enterprises	5/1/25	0.1	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
202381	Anglin v. Ally Enterprises	5/29/25	0.1	Antonia Bliznets	Returning client's call to provide case update, left vm
202381	Anglin v. Ally Enterprises	6/27/25	0.2	Antonia Bliznets	Calling client back with case update, texting, and internal conf. re: the same with EG
202381	Anglin v. Ally Enterprises	6/30/25	0.1	Antonia Bliznets	Internal conf with EG re: client update
202381	Anglin v. Ally Enterprises	7/3/25	1.8	Antonia Bliznets	Begin drafting Motion for Final Approval
202381	Anglin v. Ally Enterprises	7/7/25	2.6	Antonia Bliznets	Continue drafting MFA
202381	Anglin v. Ally Enterprises	7/8/25	0.4	Antonia Bliznets	Creating administrator's declaration cover page and sending to admin
202381	Anglin v. Ally Enterprises	7/8/25	0.3	Antonia Bliznets	Sending conformed copies of MPA to Walter Haines office
202381	Anglin v. Ally Enterprises	7/8/25	0.6	Antonia Bliznets	Plaintiff's declaration ISO MFA
202381	Anglin v. Ally Enterprises	7/9/25	0.5	Antonia Bliznets	Sending client's dec ISO MFA for review and calling client back.
202381	Anglin v. Ally Enterprises	7/11/25	0.3	Antonia Bliznets	Call with client re: case update.
202381	Anglin v. Ally Enterprises	7/17/25	0.2	Antonia Bliznets	Emailing loan officer
202381	Anglin v. Ally Enterprises	7/17/25	0.5	Antonia Bliznets	Sending details of court case to loan officer
202381	Anglin v. Ally Enterprises	7/18/25	0.3	Antonia Bliznets	Call with client re: loan
202381	Anglin v. Ally Enterprises	7/21/25	0.2	Antonia Bliznets	Call with client re: loan and to ProLegal Funding re: the same.
202381	Anglin v. Ally Enterprises	7/29/25	0.5	Antonia Bliznets	Call with client re: MFA procedures and declaration.
202381	Anglin v. Ally Enterprises	8/1/25	1.6	Antonia Bliznets	Preparing motion for final approval moving papers
202381	Anglin v. Ally Enterprises	8/12/25	2	Antonia Bliznets	Finalizing MFA for EK final review/filing.
	Total Time		17.7		

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
202381	Anglin v. Ally Enterprises	8/15/24	2.7	Mason Doidge	Drafting fac, joint stip to grant plaintiff leave to file fac, and proposed order. Saved to dropbox.
202381	Anglin v. Ally Enterprises	8/16/24	1	Mason Doidge	Finished drafting FAC, joint stip for leave to file FAC, and proposed order for leave to file FAC; sent to Natalie and saved to dropbox once finished.
202381	Anglin v. Ally Enterprises	8/16/24	0.2	Mason Doidge	Reviewed Natalie's revisions to my drafts of fac, stip, and proposed order.
Total Time			3.9		

EXHIBIT 2

Anglin v. Ally Enterprises

Litigation Costs

Service Date	Details	Provider	Amount
2/8/23	LWDA Letter	LWDA	\$ 75.00
2/9/23	Summons & Complaint	Rapid Legal	\$ 1,501.53
2/13/23	Process of Service - Summons & Complaint	Rapid Legal	\$ 113.85
3/8/23	Proof of Service of Summons	Rapid Legal	\$ 16.30
8/3/23	(Rejected) Case Management Statement	Rapid Legal	\$ 12.36
8/3/23	Notice of Posting Jury Fees & Case Management Statement	Rapid Legal	\$ 170.72
8/14/23	Peremptory Challenge	Rapid Legal	\$ 16.07
9/12/23	Case Management Statement	Rapid Legal	\$ 17.10
9/18/23	Notice	Rapid Legal	\$ 17.10
12/12/23	Notice of Unavailability	Rapid Legal	\$ 17.10
1/8/24	Mediation Fee	McKelvey Resolution	\$ 8,250.00
1/23/24	Expert Fee	Berger Consulting	\$ 3,300.00
7/26/24	Notice	Rapid Legal	\$ 15.19
8/19/24	Stipulation & Order	Rapid Legal	\$ 35.79
8/28/24	Disassociation of Attorney	Rapid Legal	\$ 15.19
9/5/24	Stipulation & Order	Rapid Legal	\$ 35.79
9/18/24	Notice of Change of Address	Rapid Legal	\$ 15.19
10/21/24	Amended Complaint	Rapid Legal	\$ 15.19
11/25/24	Notice of Association of Counsel	Rapid Legal	\$ 15.19
12/6/24	Notice of Unavailability	Rapid Legal	\$ 15.19
1/14/25	(Rejected) Case Management Statement	Rapid Legal	\$ 11.33
1/14/25	Case Management Statement	Rapid Legal	\$ 15.19
2/20/25	(Rejected) Motion for Preliminary Approval of Settlement	Rapid Legal	\$ 11.33
2/25/25	Motion for Preliminary Approval of Settlement	Rapid Legal	\$ 76.99
2/26/25	Declaration	Rapid Legal	\$ 15.19
8/13/25	Motion for Final Approval of Settlement	Rapid Legal	\$ 80.00
FUTURE	Decl of Class Admin re Final Distribution	Rapid Legal	\$ 18.00
FUTURE	Ntc of Entry of Final Order & Judgment	Rapid Legal	\$ 18.00

Total \$ 13,915.88

EXHIBIT 3

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13 Attorneys for Plaintiff ANTHONY ANGLIN,
on behalf of himself and others similarly situated

14 *[Additional counsel listed on following page]*

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF KERN

17 ANTHONY ANGLIN, an individual on
behalf of himself and all others similarly
18 situated,

19 Plaintiff,

20 vs.

21 ALLY ENTERPRISES, a California
corporation; and DOES 1 through 50,
22 inclusive,

23 Defendants.

Case No.: BCV-23-100411

CLASS ACTION

Assigned for All Purposes To:
Hon. Bernard C. Barmann, Jr.

**DECLARATION OF MAYRA GONZALEZ
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

*[filed concurrently with Notice of Motion and
Motion for Final Approval; Declaration of Enoch
J. Kim and Anthony Anglin, [Proposed] Order
and [Proposed] Judgment]*

Date: September 5, 2025
Time: 8:30 a.m.
Dept.: H

1 UNITED EMPLOYEES LAW GROUP, P.C.
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5 Attorneys for Plaintiff ANTHONY ANGLIN,
on behalf of himself and others similarly situated
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DECLARATION OF MAYRA GONZALEZ

I, Mayra Gonzalez, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Anglin v. Ally Enterprises, et al.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from February 8, 2019 to January 16, 2024 (“Class Period”) and the number of pay periods that each Aggrieved Employee worked during the time period from February 8, 2022 to January 16, 2024 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, Class Representative Award to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On April 17, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and employment dates for each Class Member (“Class List”) during the Class Period. The final mailing list contained two hundred forty-five (245) individuals identified as Class Members.

1 4. On April 25, 2025, Phoenix conducted a National Change of Address (“NCOA”)
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this
3 database provides updated addresses for any individual who has moved in the previous four (4)
4 years and notified the U.S. Postal Service of their change of address.

5 5. On April 25, 2025, Phoenix mailed the Notice via U.S. first class mail in English and
6 Spanish to all two hundred forty-five (245) Class Members on the Class List. A true and correct
7 copy of the mailed Notice is attached hereto as **Exhibit A**.

8 6. As of the date of this declaration, nine (9) Notices have been returned to Phoenix.
9 None were returned with a forwarding address. For the nine (9) Notices returned from the Post
10 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
11 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
12 Of the nine (9) Notices that were skip traced, eight (8) updated addresses were obtained and the
13 Notice was promptly re-mailed to the Class Members via first class mail.

14 7. As of the date of this declaration, one (1) Notice remains undeliverable since an
15 updated address could not be obtained via skip trace.

16 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
17 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
18 June 24, 2025.

19 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
20 from Class Members. The deadline for objecting to the Class Settlement was June 24, 2025.

21 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
22 from Class Members. The deadline for submitting a dispute was June 24, 2025.

23 11. There are two hundred forty-five (245) Class Members who did not submit timely
24 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing
25 100% of the Class. Settlement Class Members have worked a collective total of eleven thousand
26 three hundred ninety-nine (11,399) Workweeks during the Class Period. Each Workweek is valued
27 at approximately \$3.20.
28

1 12. The Net Settlement Amount of \$36,500.00 available to pay Settlement Class
2 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$40,000.00),
3 and Class Counsel costs (\$20,000.00), requested Class Representative Award (\$5,000.00), the
4 PAGA Amount (\$10,000.00), and the requested Settlement Administration Costs (\$8,500.00) from
5 the Gross Settlement Amount (\$120,000.00).

6 13. Based upon the calculations stipulated in the Settlement, the highest Individual
7 Settlement Share to be paid is approximately \$826.13, the lowest Individual Settlement Share to be
8 paid is approximately \$3.20, while the average Individual Settlement Share to be paid is
9 approximately \$148.98. Settlement Class Members will be issued payment of their Individual
10 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
11 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
12 Settlement Payment").

13 14. Additionally, \$10,000.00 of the Gross Settlement Amount has been allocated toward
14 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$7,500.00,
15 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$2,500.00,
16 of which shall be paid to all current and former hourly non-exempt individuals who are or were
17 employed by Defendant during the PAGA Period. There are one hundred seventy-nine (179)
18 Aggrieved Employees who worked a total of three thousand eight hundred (3,800) Pay Periods
19 during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately
20 \$33.55, and the average Individual PAGA Payment to be paid is approximately \$13.97.

21 15. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes
22 due separately and apart from the Gross Settlement Amount.

23 16. Phoenix's costs associated with the administration of this matter are \$8,500.00. This
24 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
25 distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

26
27 I declare under penalty of perjury of the laws of the State of California that the foregoing is
28 true and correct.

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Executed this 12th day of August 2025, at Orange, California.

Mayra Gonzalez
MAYRA GONZALEZ

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Anthony Anglin vs. Ally Enterprises, et al. (Case No. BCV-23-10411)

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Ally Enterprises for alleged wage and hour violations. The Action was filed by a former Ally Enterprises employee Anthony Anglin (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly non-exempt employees (“Class Members”) who worked for Ally Enterprises during the Class Period (February 8, 2019 to January 16, 2024); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly employees who worked for Ally Enterprises during the PAGA Period (February 8, 2022 to January 16, 2024) (“Aggrieved Employees”).

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

Based on Ally Enterprises’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be «ESA_Before_Paga» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA_Amount»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Ally Enterprises’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Ally Enterprises’ records showing that **you worked «Total_Weeks» workweeks** during the Class Period and **you worked «PAGA_Pay_Periods» workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Ally Enterprises to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Ally Enterprises.

If you worked for Ally Enterprises during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Ally Enterprises.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Ally Enterprises, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Ally Enterprises **will not retaliate against you for any actions you take with respect to the proposed Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Ally Enterprises that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is June 24, 2025	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Ally Enterprises must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections Must be Submitted by June 24, 2025	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the September 5, 2025, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on September 5, 2025, at 8:30 a.m. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by June 24, 2025	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Ally Enterprises' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by June 24, 2025 . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Ally Enterprises employee. The Action accuses Ally Enterprises of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, failing to provide meal periods, rest breaks and accurate itemized wage statements and failing to keep accurate employment records. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: David Yeremian of David Yeremian & Associates, and Natalie Haritounian and Matthew Carraher of D. Law, Inc. ("Class Counsel.")

Ally Enterprises strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Ally Enterprises or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Ally Enterprises hired an experienced, neutral mediator, Brandon McKelvey, in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Ally Enterprises have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Ally Enterprises does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Ally Enterprises has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Ally Enterprises Will Pay \$120,000 as the Gross Settlement Amount (Gross Settlement). Ally Enterprises has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Ally Enterprises will fund the Gross Settlement no later than February 1, 2025. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$40,000 (33.3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$5,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$8,500 to the Administrator for services administering the Settlement.
 - d. Up to \$10,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Ally Enterprises are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Ally Enterprises will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Ally Enterprises have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement. 5.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **June 24, 2025**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **June 24, 2025**. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Ally Enterprises.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Ally Enterprises based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Ally Enterprises have agreed that, in either case, the Settlement will be void: Ally Enterprises will not pay any money and Class Members will not release any claims against Ally Enterprises.

8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Solutions (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice. 9.
9. Participating Class Members’ Release. After the Judgment is final and Ally Enterprises has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Ally Enterprises or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint ascertained in the course of the Action, including, but not limited to, any and all claims involving any (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods or timely meal periods; (d) failure to provide accurate itemized wage statements; (e) failure to pay wages due upon termination; (f) failure to pay reimbursable expenses; (g) violation of Business & Professions Code § 17200, *et. seq.*; and (h) violation of Labor Code § 2698, *et. seq.* Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Ally Enterprises has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Ally Enterprises, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Ally Enterprises or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice and ascertained in the course of the Action, including, but not limited to, any and all claims involving any (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods or timely meal periods; (d) failure to provide accurate itemized wage statements; (e) failure to pay wages due upon termination; (f) failure to pay reimbursable expenses; (g) violation of Business & Professions Code § 17200, *et. seq.*; and (h) violation of Labor Code § 2698, *et. seq.*

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Ally Enterprises’ records, are stated in the first page of this Notice. You have until **June 24, 2025**, to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Ally Enterprises’ calculation of Workweeks and/or Pay Periods based on Ally Enterprises’ records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Ally Enterprises’ Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Anglin v. Ally Enterprises*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by June 24, 2025, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Ally Enterprises are asking the Court to approve. At least 16 days before the **September 5, 2025**, Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website anglin-v-ally-enterprises.phoenixcases.com or the Court's website www.kern.courts.ca.gov.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is June 24, 2025.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Anglin v. Ally Enterprises* and include your name, current address, telephone number, and approximate dates of employment for Ally Enterprises and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **September 5, 2025, at 8:30 a.m.**, in Department H of the Kern Superior Court, located at 1215 Truxtun Ave., Bakersfield, CA 93301. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via www.kern.courts.ca.gov. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website anglin-v-ally-enterprises.phoenixcases.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Ally Enterprises and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrators' website at anglin-v-ally-enterprises.phoenixcases.com. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.kern.courts.ca.gov/>) and entering the Case Number for the Action, Case No. BCV-23-100411. You can also make an appointment to personally review court documents in the Clerk's Office at the Kern County Superior Court – Metropolitan Division Courthouse by calling (661) 610-6000.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Settlement Administrator:

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Telephone: (800) 523-5773

Facsimile: (949) 209-2503

Email: info@phoenixclassaction.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

**AVISO DE ACUERDO COLECTIVO APROBADO POR EL TRIBUNAL Y FECHA DE AUDIENCIA PARA LA
APROBACIÓN FINAL DEL TRIBUNAL**

Anthony Anglin vs. Ally Enterprises, et al. (Caso No. BCV-23-10411)

El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo cuidadosamente! No es correo basura, spam, un anuncio ni una solicitud de un abogado. No se le está Demandando.

Usted podría ser elegible para recibir dinero de una Demanda colectiva de empleados (“Acción”) contra Ally Enterprises por presuntas violaciones de leyes laborales y de horarios. La Acción fue presentada por un expleado de Ally Enterprises, Anthony Anglin (“Demandante”), y busca el pago de (1) salarios atrasados y otros beneficios para una Clase de empleados por hora no exentos (“Miembros de la Clase”) que trabajaron para Ally Enterprises durante el Período de la Clase (del 8 de febrero de 2019 al 16 de enero de 2024); y (2) sanciones bajo la Ley del Fiscal General Privado de California (“PAGA”) para todos los empleados por hora que trabajaron para Ally Enterprises durante el Período PAGA (del 8 de febrero de 2022 al 16 de enero de 2024) (“Empleados Afectados”).

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo que requiere que Ally Enterprises financie Pagos Individuales de la Clase, y (2) un Acuerdo PAGA que requiere que Ally Enterprises financie Pagos Individuales PAGA y pague sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”).

Según los registros de Ally Enterprises y las suposiciones actuales de las Partes, **su Pago Individual de la Clase se estima en «ESA_Before_Paga» (menos retenciones) y su Pago Individual PAGA se estima en «PAGA_Amount»**. El monto real que podría recibir probablemente será diferente y dependerá de varios factores. (Si no se indica un monto para su Pago Individual PAGA, entonces, según los registros de Ally Enterprises, usted no es elegible para un Pago Individual PAGA bajo el Acuerdo porque no trabajó durante el Período PAGA).

Las estimaciones anteriores se basan en los registros de Ally Enterprises que indican que usted trabajó «Total_Weeks» semanas laborales durante el Período de la Clase y trabajó «PAGA_Pay_Periods» semanas laborales durante el Período PAGA. Si usted cree que trabajó más semanas laborales durante cualquiera de los dos períodos, puede presentar un reclamo antes de la fecha límite. Vea la Sección 4 de este Aviso.

El Tribunal ya ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado este Aviso. El Tribunal aún no ha decidido si otorgará la aprobación final. Sus derechos legales se ven afectados ya sea que actúe o no. Lea este Aviso cuidadosamente. Se considerará que lo ha leído y comprendido cuidadosamente. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba finalmente el Acuerdo y cuánto del Acuerdo se pagará al Demandante y a los abogados del Demandante (“Abogados de la Clase”). El Tribunal también decidirá si emite una sentencia que obligue a Ally Enterprises a realizar los pagos bajo el Acuerdo y obligue a los Miembros de la Clase y a los Empleados Afectados a renunciar a sus derechos para presentar ciertos reclamos contra Ally Enterprises.

Si usted trabajó para Ally Enterprises durante el Período de la Clase y/o el Período PAGA, tiene dos opciones básicas bajo el Acuerdo:

- (1) **No Hacer Nada.** No tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de la Clase y/o un Pago Individual PAGA. Sin embargo, como Miembro Participante de la Clase, renunciará a su derecho de presentar reclamos salariales del Período de la Clase y reclamos de sanciones del Período PAGA contra Ally Enterprises.
- (2) **Excluirse del Acuerdo Colectivo.** Puede excluirse del Acuerdo Colectivo (optar por no participar) presentando una Solicitud de Exclusión por escrito o notificando por escrito al Administrador. Si se excluye del Acuerdo, no recibirá un Pago Individual de la Clase. Sin embargo, conservará su derecho de presentar personalmente reclamos salariales del Período de la Clase contra Ally Enterprises y, si es un Empleado Afectado, seguirá siendo elegible para un Pago Individual PAGA. No puede excluirse de la parte PAGA del Acuerdo propuesto.

Ally Enterprises no tomará represalias contra usted por cualquier acción que tome con respecto al Acuerdo propuesto.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN EL ACUERDO

No Tiene que Hacer Nada para Participar en el Acuerdo	Si no hace nada, será un Miembro Participante de la Clase, elegible para un Pago Individual de la Clase y un Pago Individual PAGA (si corresponde). A cambio, renunciará a su derecho de presentar los reclamos salariales contra Ally Enterprises que están cubiertos por este Acuerdo (Reclamos Renunciados).
Puede Excluirse del Acuerdo Colectivo pero no del Acuerdo PAGA. La Fecha Límite para Excluirse es el 24 de junio de 2025	Si no desea participar plenamente en el Acuerdo propuesto, puede excluirse del Acuerdo Colectivo enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, será un Miembro No Participante de la Clase y ya no será elegible para un Pago Individual de la Clase. Los Miembros No Participantes de la Clase no pueden oponerse a ninguna parte del Acuerdo propuesto. Vea la Sección 6 de este Aviso. No puede excluirse de la parte PAGA del Acuerdo propuesto. Ally Enterprises debe pagar Pagos Individuales PAGA a todos los Empleados Afectados, y los Empleados Afectados deben renunciar a sus derechos de presentar los Reclamos Renunciados (definidos más adelante).
Los Miembros de la Clase Pueden Oponerse al Acuerdo Colectivo pero no al Acuerdo PAGA. Las Objeciones por Escrito Deben Presentarse antes del 24 de junio de 2025	Todos los Miembros de la Clase que no se excluyan (“Miembros Participantes de la Clase”) pueden oponerse a cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal sobre si aprobar finalmente el Acuerdo incluirá una determinación sobre cuánto se pagará a los Abogados de la Clase y al Demandante que promovió la Acción en nombre de la Clase. Usted no es personalmente responsable de ningún pago a los Abogados de la Clase o al Demandante, pero cada dólar pagado a los Abogados de la Clase y al Demandante reduce el monto total que se paga a los Miembros Participantes de la Clase. Puede oponerse a los montos solicitados por los Abogados de la Clase o el Demandante si considera que son irrazonables. Vea la Sección 7 de este Aviso.
Puede Participar en la Audiencia de Aprobación Final el 5 de septiembre de 2025	La Audiencia de Aprobación Final del Tribunal está programada para llevarse a cabo el 5 de septiembre de 2025, a las 8:30 a.m. No está obligado a asistir, pero tiene el derecho de comparecer (o contratar a un abogado para que comparezca en su nombre a su propio costo), en persona, por teléfono o utilizando la plataforma virtual del Tribunal. Los Miembros Participantes de la Clase pueden objetar verbalmente el Acuerdo en la Audiencia de Aprobación Final. Vea la Sección 8 de este Aviso.
Puede Impugnar el Cálculo de sus Semanas Laborales/Periodos de Pago. Las Impugnaciones por Escrito Deben Presentarse antes del 24 de junio de 2025	El monto de su Pago Individual de la Clase y del Pago PAGA (si corresponde) depende de cuántas semanas laborales trabajó al menos un día durante el Período de la Clase y cuántos Períodos de Pago trabajó al menos un día durante el Período PAGA, respectivamente. El número de Semanas Laborales del Período de la Clase y el número de Períodos de Pago del Período PAGA que trabajó según los registros de Ally Enterprises se indica en la primera página de este Aviso. Si no está de Acuerdo con alguno de estos números, debe impugnarlo antes del 24 de junio de 2025 . Vea la Sección 4 de este Aviso.

1. ¿DE QUÉ TRATA LA DEMANDA?

El Demandante es un ex empleado de Ally Enterprises. La Acción acusa a Ally Enterprises de violar las leyes laborales de California al no pagar salarios por horas extras, salarios mínimos, salarios debidos al momento de la terminación y gastos reembolsables, al no proporcionar períodos de comida, pausas para descanso y recibos de nómina detallados y exactos, y al no mantener registros laborales precisos. Con base en las mismas acusaciones, el Demandante también ha presentado una reclamación por sanciones civiles bajo la Ley del Fiscal General Privado de California (Código Laboral §§ 2698 y siguientes) (“PAGA”). El Demandante está representado por los abogados en la Acción: David Yeremian de David Yeremian & Associates, y Natalie Haritoonian y Matthew Carraher de D. Law, Inc. (“Abogados de la Clase”).

Ally Enterprises niega rotundamente haber violado ley alguna o no haber pagado salarios, y sostiene que cumplió con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA RESUELTO?

Hasta ahora, el Tribunal no ha tomado ninguna decisión sobre si Ally Enterprises o el Demandante tienen razón en cuanto al fondo del caso.

Mientras tanto, el Demandante y Ally Enterprises contrataron a un mediador experimentado y neutral, Brandon McKelvey, con el fin de resolver la Acción mediante la negociación de un Acuerdo para terminar el caso por mutuo Acuerdo (resolver el caso), en lugar de continuar con el proceso costoso y prolongado del litigio. Las negociaciones fueron exitosas. Al firmar un extenso Acuerdo de conciliación por escrito (“Acuerdo”) y acordar solicitar conjuntamente al Tribunal que emita una sentencia que ponga fin a la Acción y haga cumplir el Acuerdo, el Demandante y Ally Enterprises han negociado un Acuerdo propuesto que está sujeto a la Aprobación Final del Tribunal. Ambas partes están de Acuerdo en que el Acuerdo propuesto es un compromiso sobre reclamaciones disputadas. Al aceptar conciliar, Ally Enterprises no admite ninguna violación ni concede mérito alguno a las reclamaciones. El Demandante y los Abogados

de la Clase creen firmemente que el Acuerdo es beneficioso para usted porque consideran que: (1) Ally Enterprises ha aceptado pagar una cantidad justa, razonable y adecuada considerando la solidez de las reclamaciones y los riesgos e incertidumbres del litigio continuo; y (2) el Acuerdo está en el mejor interés de los Miembros de la Clase y los Empleados Afectados. El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso y programó una audiencia para determinar la Aprobación Final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. Ally Enterprises Pagará \$120,000 como el Monto Bruto del Acuerdo (Acuerdo Bruto). Ally Enterprises ha aceptado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Bruto para pagar los Pagos Individuales de la Clase, los Pagos Individuales PAGA, el Pago por Servicios del Representante de la Clase, los honorarios y gastos de los Abogados de la Clase, los gastos del Administrador y las sanciones que se pagarán a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”). Suponiendo que el Tribunal conceda la Aprobación Final, Ally Enterprises financiará el Acuerdo Bruto a más tardar el 1 de febrero de 2025. La Sentencia será final en la fecha en que el Tribunal dicte la Sentencia, o en una fecha posterior si los Miembros Participantes de la Clase se oponen al Acuerdo propuesto o si la Sentencia es apelada.
2. Deducciones Aprobadas por el Tribunal del Acuerdo Bruto. En la Audiencia de Aprobación Final, el Demandante y/o los Abogados de la Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Acuerdo Bruto, cuyos montos serán decididos por el Tribunal en dicha Audiencia::
 - a. Hasta \$40,000 (33.3% del Acuerdo Bruto) para los Abogados de la Clase en concepto de honorarios, y hasta \$20,000 por sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Acción sin recibir pago.
 - b. Hasta \$5,000 como Premio al Representante de la Clase por presentar la Acción, colaborar con los Abogados de la Clase y representar a la Clase. Este Premio será el único dinero que reciba el Demandante, además de su Pago Individual de la Clase y cualquier Pago Individual PAGA.
 - c. Hasta \$8,500 al Administrador por los servicios de administración del Acuerdo.
 - d. Hasta \$10,000 por Sanciones PAGA, asignadas 75% al Pago PAGA de la LWDA y 25% en Pagos Individuales PAGA a los Empleados Afectados, basado en sus Períodos de Pago del Período PAGA.

Los Miembros Participantes de la Clase tienen derecho a oponerse a cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

3. Distribución del Acuerdo Neto a los Miembros de la Clase. Después de realizar las deducciones anteriores en los montos aprobados por el Tribunal, el Administrador distribuirá el resto del Acuerdo Bruto (el “Acuerdo Neto”) mediante Pagos Individuales de la Clase a los Miembros Participantes de la Clase con base en sus Semanas Laborales del Período de la Clase.
4. Impuestos Adeudados sobre los Pagos a los Miembros de la Clase. El Demandante y Ally Enterprises solicitarán al Tribunal aprobar una asignación del 25% de cada Pago Individual de la Clase a salarios gravables (“Porción Salarial”) y 75% a intereses y sanciones (“Porción No Salarial”). La Porción Salarial está sujeta a retenciones y será reportada en Formularios W-2 del IRS. Ally Enterprises pagará por separado los impuestos patronales sobre la Porción Salarial. Los Pagos Individuales PAGA se consideran sanciones en lugar de salarios para fines fiscales. El Administrador reportará los Pagos Individuales PAGA y las Porciones No Salariales de los Pagos Individuales de la Clase en Formularios 1099 del IRS.

Aunque el Demandante y Ally Enterprises han acordado estas asignaciones, ninguna de las partes le ofrece asesoría sobre si sus Pagos son gravables o cuánto podría deber en impuestos. Usted es responsable de pagar todos los impuestos (incluyendo sanciones e intereses por impuestos atrasados) sobre cualquier Pago recibido del Acuerdo propuesto. Debe consultar con un asesor fiscal si tiene preguntas sobre las consecuencias fiscales del Acuerdo propuesto.

5. Necesidad de Cobrar Prontamente los Cheques de Pago. El anverso de cada cheque emitido por Pagos Individuales de la Clase y Pagos Individuales PAGA mostrará la fecha de vencimiento (fecha de anulación). Si no lo cobra antes de la fecha de anulación, su cheque será cancelado automáticamente y el dinero será depositado en el Fondo de Bienes No Reclamados del Contralor de California a su nombre.

Si el dinero representado por su cheque es enviado al Contralor de Bienes No Reclamados, debe consultar las reglas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.

6. Solicitudes de Exclusión del Acuerdo Colectivo. Será tratado como un Miembro Participante de la Clase, participando plenamente en el Acuerdo Colectivo, a menos que notifique por escrito al Administrador, a más tardar el **24 de junio de 2025**, que desea excluirse. La forma más fácil de notificar al Administrador es enviar una Solicitud de Exclusión por escrito y firmada antes de la Fecha Límite de Respuesta del **24 de junio de 2025**. La Solicitud de Exclusión debe ser una carta de un Miembro de la Clase o su representante, que incluya el nombre del Miembro de la Clase, dirección actual, número de teléfono y una declaración simple indicando su elección de ser excluido del Acuerdo. Los Miembros de la Clase excluidos

(es decir, Miembros No Participantes de la Clase) no recibirán Pagos Individuales de la Clase, pero conservarán sus derechos para presentar personalmente reclamos salariales contra Ally Enterprises.

No puede excluirse de la parte PAGA del Acuerdo. Los Miembros de la Clase que se excluyan del Acuerdo Colectivo (Miembros No Participantes de la Clase) siguen siendo elegibles para Pagos Individuales PAGA y deben renunciar a su derecho de presentar reclamos PAGA contra Ally Enterprises basados en los hechos del Período PAGA alegados en la Acción.

7. El Acuerdo Propuesto Será Nulo si el Tribunal Niega la Aprobación Final. Es posible que el Tribunal decida no conceder la Aprobación Final del Acuerdo o no dictar una Sentencia. También es posible que el Tribunal dicte una Sentencia que luego sea revocada en apelación. El Demandante y Ally Enterprises han acordado que, en cualquiera de estos casos, el Acuerdo será nulo: Ally Enterprises no pagará ningún dinero y los Miembros de la Clase no renunciarán a ningún reclamo contra Ally Enterprises.
8. Administrador. El Tribunal ha designado a una empresa neutral, Phoenix Class Action Solutions (el “Administrador”), para enviar este Aviso, calcular y realizar pagos, y procesar las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá las Impugnaciones de los Miembros de la Clase sobre las Semanas Laborales, enviará y reenviará cheques de liquidación y formularios fiscales, y llevará a cabo otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de este Aviso.
9. Renuncia de los Miembros Participantes de la Clase. Una vez que la Sentencia sea final y Ally Enterprises haya financiado completamente el Acuerdo Bruto y haya pagado por separado todos los impuestos patronales, los Miembros Participantes de la Clase estarán legalmente impedidos de presentar cualquiera de los reclamos renunciados bajo el Acuerdo. Esto significa que, a menos que usted se haya excluido válidamente del Acuerdo Colectivo, no podrá Demandar, continuar una Demanda ni formar parte de otra Demanda contra Ally Enterprises o entidades relacionadas por salarios basados en los hechos del Período de la Clase y sanciones PAGA basadas en los hechos del Período PAGA, según lo alegado en la Acción y resuelto por este Acuerdo.

Los Miembros Participantes de la Clase quedarán obligados por la siguiente renuncia:

Todos los Miembros Participantes de la Clase, en su propio nombre y en nombre de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores y cesionarios, liberan a las Partes Liberadas de (i) todos los reclamos que fueron alegados, o que razonablemente pudieron haber sido alegados, basados en los hechos del Período de la Clase expuestos en la Demanda Vigente según lo determinado en el curso de la Acción, incluyendo, pero no limitado a, cualquier y todos los reclamos relacionados con: (a) incumplimiento del pago de salarios mínimos; (b) incumplimiento del pago de salarios por horas extras; (c) falta de otorgar períodos de comida o períodos de comida oportunos; (d) falta de proporcionar recibos de nómina detallados y exactos; (e) falta de pago de salarios al momento de la terminación; (f) falta de reembolso de gastos; (g) violación del Código de Negocios y Profesiones § 17200 y siguientes; y (h) violación del Código Laboral § 2698 y siguientes. Excepto según lo dispuesto en la Sección 5.3 del Acuerdo de Conciliación, los Miembros Participantes de la Clase no renuncian a ningún otro reclamo, incluyendo reclamos por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo y Vivienda Justa, seguro de desempleo, discapacidad, seguridad social, compensación laboral, o reclamos basados en hechos ocurridos fuera del Período de la Clase.

10. Renuncia PAGA de los Empleados Afectados. Una vez que la Sentencia del Tribunal sea final y Ally Enterprises haya pagado el Acuerdo Bruto (y haya pagado por separado los impuestos patronales), todos los Empleados Afectados estarán impedidos de presentar reclamos PAGA contra Ally Enterprises, hayan o no solicitado su exclusión del Acuerdo. Esto significa que todos los Empleados Afectados, incluidos aquellos que sean Miembros Participantes de la Clase y aquellos que se excluyan del Acuerdo Colectivo, no podrán Demandar, continuar una Demanda, ni participar en ningún otro reclamo PAGA contra Ally Enterprises o sus entidades relacionadas basado en los hechos del Período PAGA alegados en la Acción y resueltos por este Acuerdo.

Las Renuncias de los Empleados Afectados para Miembros Participantes y No Participantes de la Clase son las siguientes:

Todos los Miembros Participantes y No Participantes de la Clase que sean Empleados Afectados se consideran que liberan, en su propio nombre y en nombre de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores y cesionarios, a las Partes Liberadas, de todos los reclamos por sanciones PAGA que fueron alegados, o que razonablemente pudieron haber sido alegados, basados en los hechos del Período PAGA expuestos en la Demanda Vigente, en el Aviso PAGA y determinados en el curso de la Acción, incluyendo, pero no limitado a, cualquier y todos los reclamos relacionados con: (a) incumplimiento del pago de salarios mínimos; (b) incumplimiento del pago de salarios por horas extras; (c) falta de otorgar períodos de comida o períodos de comida oportunos; (d) falta de proporcionar recibos de nómina detallados y exactos; (e) falta de pago de salarios al momento de la terminación; (f) falta de reembolso de gastos; (g) violación del Código de Negocios y Profesiones § 17200 y siguientes; y (h) violación del Código Laboral § 2698 y siguientes.

4. ¿CÓMO EL ADMINISTRADOR CALCULARÁ EL PAGO?

1. Pagos Individuales de la Clase. El Administrador calculará los Pagos Individuales de la Clase (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro Participante de la Clase individual.
2. Pagos PAGA Individuales. El Administrador calculará los Pagos Individuales PAGA (a) dividiendo \$2,500 entre el número total de Periodos de Pago PAGA trabajados por todos los Empleados Afectados, y (b) multiplicando el resultado por el número de Periodos de Pago del Período PAGA trabajados por cada Empleado Afectado individual.
3. Impugnaciones de Semanas Laborales/Periodos de Pago. El número de Semanas Laborales de la Clase que usted trabajó durante el Período de la Clase y el número de Periodos de Pago PAGA que trabajó durante el Período PAGA, según los registros de Ally Enterprises, se indican en la primera página de este Aviso. Usted tiene hasta el **24 de junio de 2025** para impugnar el número de Semanas Laborales y/o Periodos de Pago que se le han acreditado. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo, correo electrónico o fax. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Debe respaldar su impugnación enviando copias de recibos de pago u otros registros. El Administrador aceptará como precisos los cálculos de Semanas Laborales y/o Periodos de Pago de Ally Enterprises basados en sus registros, a menos que usted envíe copias de documentos que contengan información contraria. Debe enviar copias en lugar de originales porque los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de Semanas Laborales y/o Periodos de Pago con base en su presentación y en aportes de los Abogados de la Clase (quienes abogarán en nombre de los Miembros Participantes de la Clase) y del abogado de Ally Enterprises. La decisión del Administrador es final. Usted no podrá apelar ni impugnar de otro modo su decisión final.

5. ¿CÓMO ME PAGARÁN?

1. Miembros Participantes de la Clase. El Administrador enviará, por correo de EE.UU., un solo cheque a cada Miembro Participante de la Clase (es decir, cada Miembro de la Clase que no se excluya), incluyendo a aquellos que también califiquen como Empleados Afectados. El cheque único combinará el Pago Individual de la Clase y el Pago Individual PAGA.
2. Miembros No Participantes de la Clase. El Administrador enviará, por correo de EE.UU., un solo cheque de Pago Individual PAGA a cada Empleado Afectado que se excluya del Acuerdo Colectivo (es decir, cada Miembro No Participante de la Clase).

Su cheque será enviado a la misma dirección que este Aviso. Si cambia de dirección, asegúrese de notificar al Administrador lo antes posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO ME EXCLUYO DEL ACUERDO COLECTIVO?

Presente una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una declaración simple indicando que no desea participar en el Acuerdo. El Administrador lo excluirá en base a cualquier escrito que comunique su solicitud de exclusión. Asegúrese de firmar personalmente su solicitud, identificar la Acción como *Anglin v. Ally Enterprises* e incluir su información identificativa (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y número de seguro social para fines de verificación). Usted debe realizar la solicitud personalmente. Si otra persona la presenta por usted, no será válida. **El Administrador debe recibir su solicitud de exclusión a más tardar el 24 de junio de 2025, o será inválida.** La Sección 9 del Aviso contiene la información de contacto del Administrador.

7. ¿CÓMO ME OPONGO AL ACUERDO?

Solo los Miembros Participantes de la Clase tienen derecho a oponerse al Acuerdo. Antes de decidir si desea oponerse, tal vez desee ver qué están solicitando al Tribunal el Demandante y Ally Enterprises. Al menos 16 días antes de la Audiencia de Aprobación Final del **5 de septiembre de 2025**, los Abogados de la Clase y/o el Demandante presentarán ante el Tribunal: (1) una Moción de Aprobación Final que incluye, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Moción de Honorarios, Gastos de Litigio y Premio por Servicios indicando (i) el monto que los Abogados de la Clase solicitan por honorarios y gastos; y (ii) el monto que el Demandante solicita como Premio por Servicios como Representante de la Clase. A solicitud razonable, los Abogados de la Clase (cuya información de contacto está en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno. También puede verlos en el sitio web del Administrador anglin-v-ally-enterprises.phoenixcases.com o en el sitio web del Tribunal www.kern.courts.ca.gov.

Un Miembro Participante de la Clase que no esté de Acuerdo con algún aspecto del Acuerdo, la Moción de Aprobación Final y/o la Moción de Honorarios, Gastos de Litigio y Premio por Servicios puede desear oponerse, por ejemplo, si considera que el Acuerdo propuesto no es justo, o que los montos solicitados por los Abogados de la Clase o el Demandante son demasiado altos o bajos. **La fecha límite para enviar objeciones por escrito al Administrador es el 24 de junio de 2025.** Asegúrese de indicar al Administrador a qué se opone, por qué se opone y los hechos que respaldan su objeción. Asegúrese de identificar la Acción *Anglin v. Ally Enterprises* e incluya su nombre, dirección actual, número de teléfono, fechas aproximadas de empleo en Ally Enterprises y firme la objeción. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante de la Clase puede oponerse (o contratar personalmente a un abogado para que se oponga por su cuenta) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para informar al Tribunal a qué se opone, por qué se opone y qué hechos respaldan su objeción. Vea la Sección 8 de este Aviso (a continuación) para detalles sobre la Audiencia de Aprobación Final.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Puede asistir, pero no está obligado a hacerlo, a la Audiencia de Aprobación Final el **5 de septiembre de 2025 a las 8:30 a.m.**, en el Departamento H del Tribunal Superior del Condado de Kern, ubicado en 1215 Truxtun Ave., Bakersfield, CA 93301. En la Audiencia, el juez decidirá si concede la Aprobación Final del Acuerdo y cuánto del Acuerdo Bruto se pagará a los Abogados de la Clase, al Demandante y al Administrador. El Tribunal invitará a comentar a los objetores, Abogados de la Clase y Abogados de la Defensa antes de tomar una decisión. Usted puede asistir (o contratar a un abogado para asistir) ya sea en persona o virtualmente a través de www.kern.courts.ca.gov. Consulte el sitio web del Tribunal para la información más actualizada.

Es posible que el Tribunal re programe la Audiencia de Aprobación Final. Debe consultar el sitio web del Administrador anglin-v-ally-enterprises.phoenixcases.com con anticipación o comunicarse con los Abogados de la Clase para verificar la fecha y hora de la Audiencia de Aprobación Final.

9. ¿CÓMO RECIBIRÉ MÁS INFORMACIÓN?

El Acuerdo establece todo lo que Ally Enterprises y el Demandante han prometido hacer bajo el Acuerdo propuesto. La forma más sencilla de leer el Acuerdo, la Sentencia o cualquier otro documento relacionado con el Acuerdo es visitar el sitio web de Phoenix Settlement Administrators en anglin-v-ally-enterprises.phoenixcases.com. También puede llamar por teléfono o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto incluida a continuación, o consultar el sitio web del Tribunal Superior visitando (<https://www.kern.courts.ca.gov/>) e ingresando el número de caso de la Acción, Caso Núm. BCV-23-100411. También puede programar una cita para revisar personalmente los documentos judiciales en la Oficina del Secretario del Tribunal Superior del Condado de Kern – División Metropolitana, llamando al (661) 610-6000.

NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Clase:

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450 N. Brand Blvd., Suite 840

Glendale, CA 91203

Tel.: (818) 962-6465

Administrador del Acuerdo:

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Tel.: (800) 523-5773

Fax: (949) 209-2503

Correo: info@phoenixclassaction.com

10. ¿QUÉ SUCEDE SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque del acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre y cuando solicite el reemplazo antes de la fecha de anulación indicada en el anverso del cheque original. Si su cheque ya está anulado, debe consultar con el Fondo de Bienes No Reclamados para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ SUCEDE SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, debe notificar de inmediato al Administrador si se muda o cambia su dirección postal.

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	246
Opt Out Rate	1%
Opt Outs Received	2
Total Class Claimants	244
Subtotal Admin Only	\$8,500.00

Not-to-Exceed Total \$8,500.00

For 246 Members

Pricing Good for Scope of Estimate Only

March 21, 2024

Case: Anglin v. Ally Enterprises Opt-Out Admin wTranslation

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Matthew Carraher
Firm: D LAW
Contact Number: (818) 962-6465
Email: m.carraher@d.law

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on 246 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$138.18	1	\$138.18
Call Center & Long Distance	\$1.95	16	\$31.20
NCOA (USPS)	\$100.00	2	\$200.00
Total			\$869.38

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation / Reporting			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.50	246	\$123.00
Notice Packet & Opt-Out Form	\$1.75	246	\$430.50
Estimated Postage (up to 2 oz.)*	\$0.87	246	\$214.02
Static Website	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$2,167.52

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$2.00	25	\$49.20
Remail Notice Packets	\$1.75	25	\$43.05
Estimated Postage	\$0.87	25	\$21.40
Programming Undeliverables	\$55.00	2	\$110.00
Total			\$333.65

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	2	\$400.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	6	\$61.50
Case Manager	\$85.00	2	\$170.00
Total			\$1,011.50

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Mail Class Checks *	\$1.50	244	\$365.31
Estimated Postage	\$0.64	244	\$155.87
Total			\$1,701.18

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$135.00	2	\$270.00
Remail Undeliverable Checks (Postage Included)	\$2.50	49	\$121.77
Case Associate	\$55.00	4	\$220.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$105.00	2	\$210.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,000.00	1	\$1,000.00
Total			\$2,416.77

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$8,500.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 4

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11 Attorneys for Plaintiffs ROSA CANTU and
12 SANDRA CHU

13 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES
15

16 ROSA CANTU AND SANDRA CHU,
17 individually and on behalf of others similarly
situated,

18 Plaintiffs,

19 vs.

20 PACIFIC BELL TELEPHONE COMPANY
d/b/a AT&T CALIFORNIA, and Does 1 through
21 100, inclusive,

22 Defendants.
23
24
25
26
27
28

Case No.: BC441237

CLASS ACTION [Code Civ. Proc. § 382]

REPRESENTATIVE ACTION
[Labor Code § 2698, *et seq.*]

**DECLARATION OF RICHARD M. PEARL
IN SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AN AWARD
OF REASONABLE ATTORNEYS' FEES
AND COSTS**

Date: February 4, 2011
Time: 9:00 a.m.
Dept: 324
Judge: Emilie H. Elias

1 I, Richard M. Pearl, declare:

2 1. I make this Declaration of my own personal knowledge, and if called to testify, I could
3 and would testify competently to the matters stated herein.

4 **A. Background**

5 2. I am a member in good standing of the California State Bar. I am in private practice as
6 the principal of my own law firm, the Law Offices of Richard M. Pearl. I specialize in issues related to
7 court-awarded attorneys' fees, including the representation of parties in fee litigation and appeals,
8 serving as an expert witness, and serving as a mediator and arbitrator in disputes concerning attorneys'
9 fees and related issues. In this case, I have been asked by Plaintiffs' counsel to express my expert
10 opinion regarding their claim for reasonable attorneys' fees.

11 3. Briefly summarized, my background is as follows: I am a 1969 graduate of Boalt Hall
12 School of Law, University of California, Berkeley, California. After graduation, I spent fourteen years
13 in federally-funded legal services programs before going into private practice in 1982. From 1977 to
14 1982, I was Director of Litigation for California Rural Legal Assistance, Inc., a statewide legal services
15 program with more than fifty attorneys. Since April 1987, I have been a sole practitioner in the San
16 Francisco Bay Area. Martindale Hubbell rates my law firm "AV." I also have been selected as a
17 Northern California "Super Lawyer" in Appellate Law for 2005, 2006, 2007, 2008, and 2010. A copy
18 of my Resume is attached hereto as Exhibit A.

19 4. Since 1982, my practice has been a general civil litigation and appellate practice, with an
20 emphasis on cases and appeals involving court-awarded attorneys' fees. I have lectured and written
21 extensively on court-awarded attorneys' fees. I have been a member of the California State Bar's
22 Attorneys Fees Task Force and have testified before the State Bar Board of Governors and the
23 California Legislature on attorneys' fee issues. I am the author of California Attorney Fee Awards, (3d
24 ed Cal. CEB 2010). I also was the author of California Attorney Fee Awards, 2d Ed. (Calif. Cont. Ed.
25 of Bar 1994), and its 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007,
26 and 2008 Supplements. This treatise has been cited by the California appellate courts on more than 35
27 occasions. I also authored the 1984, 1985, 1987, 1988, 1990, 1991, 1992, and 1993 Supplements to its
28 predecessor, CEB's California Attorney's Fees Award Practice. In addition, I authored a federal

1 manual on attorneys' fees entitled Attorneys' Fees: A Legal Services Practice Manual, published by the
2 Legal Services Corporation. I also co-authored the chapter on "Attorney Fees" in Volume 2 of CEB's
3 Wrongful Employment Termination Practice, 2d Ed. (1997).

4 5. More than 90% of my practice is devoted to issues involving court-awarded attorney's
5 fees. I have been counsel in over 140 attorneys' fee applications in state and federal courts, primarily
6 representing other attorneys. I also have briefed and argued more than 40 appeals, at least 25 of which
7 have involved attorneys' fees issues. In the past ten or so years, I have successfully handled four cases
8 in the California Supreme Court involving court-awarded attorneys' fees: (1) *Delaney v. Baker* (1999)
9 20 Cal. 4th 23, which held that heightened remedies, including attorneys' fees, are available in suits
10 against nursing homes under California's Elder Abuse Act; (2) *Ketchum v. Moses* (2001) 24 Cal. 4th
11 1122, which held, inter alia, that contingent risk multipliers remain available under California attorney
12 fee law, despite the United States Supreme Court's contrary ruling on federal law (note that in
13 *Ketchum*, I was primary appellate counsel in the Court of Appeal and "second chair" in the Supreme
14 Court); (3) *Flannery v. Prentice* (2001) 26 Cal. 4th 572, which held that in the absence of an agreement
15 to the contrary, statutory attorneys' fees belong to the attorney whose services they are based upon; and
16 (4) *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553, which I handled, along with trial counsel,
17 in both the Court of Appeal and Supreme Court. I also successfully represented the plaintiffs in a
18 previous attorneys' fee decision in the Supreme Court, *Maria P. v. Riles* (1987) 43 Cal. 3d 1281, and
19 represented amicus curiae, along with Richard Rothschild, in the Supreme Court's most recent fee
20 decision, *Vasquez v. State of California* (2009) 45 Cal. 4th 243. I also have handled several Ninth
21 Circuit attorneys' fees matters, including *Davis v. City & County of San Francisco* (9th Cir. 1992) 976
22 F.2d 1536, *Mangold v. CPUC* (9th Cir. 1995) 67 F.3d 1470, *Velez v. Wynne* (9th Cir. 2007) 2007 U.S.
23 App. LEXIS 2194, and *Camacho v. Bridgeport Financial, Inc.* (9th Cir. 2008) 523 F.3d 973. See
24 Exhibit A.

25 **B. Plaintiffs' Counsel's Rates**

26 6. I have been asked by Plaintiffs' counsel to submit this declaration in support of
27 Plaintiffs' Motion for Final Approval of Class Action Settlement and an Award of Reasonable
28 Attorneys' Fees and Costs. I submit this declaration to provide the Court information concerning

1 hourly rates for attorneys in the San Francisco Bay Area, and in particular to provide information
2 demonstrating that the hourly rates requested by Plaintiffs' counsel in this matter are within the range of
3 market rates being charged in the San Francisco Bay Area and the San Diego market for similar
4 services, i.e. handling and trying complex class actions on behalf of employees against large employers
5 like Pacific Bell Telephone Company in this case.

6 7. I understand that Plaintiffs' counsel are requesting an award of attorneys' fees at the
7 following rates:

8 a. Goldstein Demchak Baller Borgen & Dardarian, Oakland, CA

9

Name	Grad Year	Billing Rate
Roberta L. Steele	1993	\$600
Laura L. Ho	1994	\$600
Joseph E. Jaramillo	1995	\$550
Senior Paralegal		\$195
Paralegal		\$150

10
11
12

13 b. GraceHollis LLP, San Diego, CA

14

Name	Grad Year	Billing Rate
Graham S.P. Hollis	1985	\$600
Marta Manus	2008	\$375
Senior Paralegal		\$170

15
16

17 8. Through my writing and practice, I have become familiar with the non-contingent
18 market rates charged by attorneys in California and elsewhere. This familiarity has been obtained in
19 several ways: (1) by handling attorneys' fee litigation; (2) by discussing fees with other attorneys;
20 (3) by obtaining declarations regarding prevailing market rates in cases in which I represent attorneys
21 seeking fees; and (4) by reviewing attorneys' fee applications and awards in other cases, as well as
22 surveys and articles on attorney's fees in the legal newspapers and treatises.

23 9. The information I have gathered, some of which is summarized below, shows that the
24 rates requested by Plaintiffs' counsel in this case are well in line with the non-contingent market rates
25 charged by litigation attorneys of similar qualifications and experience in San Francisco, San Diego,
26 and similar markets.

27 ///

28 ///

1 c. **Rates found reasonable in other cases.**

2 Set forth below are rates that were awarded by the courts in the following cases:

3 **2010 Rates**

4 (1) *Savaglio, et al. v. WalMart*, Alameda County Superior Court No. C-835687-7,
5 Order Granting Class Counsel's Motion for Attorneys' Fees, filed September 10, 2010, a wage
6 and hour class action, in which the court found the following hourly rates reasonable (before
7 applying a 2.36 multiplier):

Years of Experience	Rate
51	\$875
39	\$750
38	\$600
33	\$775
25	\$550
23	\$650
21	\$625
19	\$610
18	\$600
17	\$585
16	\$570
15	\$560
14	\$550
13	\$525
12	\$515
11	\$510
10	\$505
9	\$500
7	\$460
4	\$435
Law Clerks	\$125-\$260

21 **2009 Rates**

22 (1) *Center for Biological Diversity v. California Fish & Game Commission, San*
23 *Francisco Superior Court* No. CPF-08-508759, Order Granting Petitioners' Motion for Attorneys' Fees,
24 filed December 1, 2009, in which the court found reasonable the following hourly rates:

Years of Experience	Rate
25	\$650
8	\$375
4	\$250
Law Clerks	\$150

(2) *Kashmiri et al v. Regents of U.C.*, San Francisco Superior Court, Order Granting Plaintiffs' Motion for Common Fund Attorneys' Fees and Expenses, filed September 30, 2008, in which the court found the following rates reasonable, plus a 3.7 lodestar multiplier:

Years of Experience	Rate
40	\$750
22	\$690
14	\$590
7	\$420
4	\$345
2	\$295
Law Clerks	\$200
Paralegals	\$195

(4) *Environmental Law Foundation v. Laidlaw Transit, Inc.*, San Francisco Superior Court No. CGC-06-451832, Order Granting Motion for Court Approval of Parties Joint Stipulated Judgment, filed September 22, 2008, in which the court found the following hourly rates reasonable in a Proposition 65 action, plus a 1.25 multiplier:

Years of Experience	Rate
29	\$750
26	\$700
24	\$700
23	\$650
18	\$650
16	\$625
14	\$600
10	\$560
9	\$495-\$575
8	\$475
7	\$450
6	\$395
4	\$325
2	\$300
1	\$250
Paralegals	\$145-\$175
Interns	\$125

(5) *Gardner v. Schwarzenegger*, Alameda County Superior Court No. RG06-278911, Order After Hearing filed April 20, 2009, aff'd by unpublished opinion, 2010 Cal. App. Unpub. LEXIS 1240, in which the court found the following 2008 rates reasonable, plus a 1.75 multiplier:

Years of Experience	Rate
17	\$640
14	\$590
8	\$445
Paralegal	\$170

a. **Rate Information from Surveys and Other Cases.**

I have reviewed numerous declarations and depositions filed in other cases, as well as various surveys of legal rates. These include the Westlaw CourtExpress Legal Billing Reports for May, August, and December 2009 (attached hereto as Exhibit B). These sources show the hourly rates for litigation undertaken on a non-contingent basis by the following California law firms, listed in alphabetical order:

Altshuler Berzon LLP

2009 Rates:

Years Experience	Rate
32	\$775
15	\$625
8	\$475
Law Clerks	\$200
Paralegals	\$195

2007 Rates:

Years Experience	Rate
23	\$700
15	\$550
5	\$325
Paralegals	\$155-\$190

Cooley Godward Kronish LLP

2008 Rates:

Years Experience	Rate
Partners	\$525-\$980
Associates	\$285-\$570

2007 Rates:

Years Experience	Rate
Partners	\$470-\$875 (average \$673)
Associates	\$250-\$555 (average \$403)

Coughlin Stoia Geller Rudman & Robbins, LLP

2007 Rates:

Years Experience	Rate
42	\$700
19	\$650
14	\$650
14	\$600
13	\$585
11	\$510
6	\$460
5	\$285

Duane Morris LLP

2009 Rates:

Years Experience	Rate
Partners	\$325-\$795
Associates	\$225-\$450

Epstein Becker & Green LLP

2009 Rates:

Years Experience	Rate
Partners	\$350-\$855
Associates	\$180-\$475

Fenwick & West

2007 Rates:

Years Experience	Rate
Partners	\$500-\$775 (average \$590)
Associates	\$245-\$500 (average \$370)

Hadsell Stormer

2009 Rates:

Years Experience	Rate
35	\$775
20	\$575

Howard, Rice, Nemerovski, Canady, Falk & Rabkin

2008 Rates:

Years Experience	Rate
Partners	\$515-\$795
Associates	\$275-\$510

2007 Rates:

Years Experience	Rate
Partners	\$495-\$775
Associates	\$275-\$485

Litt, Estuar, Harrison & Kitson, LLP

2009 Rates:

Years Experience	Rate
39	\$800
16	\$550
3	\$320
2	\$285
Paralegals	\$125-\$235
Law Clerks	\$225

Loeb & Loeb

2009 Rates:

Years Experience	Rate
Partners	\$475-\$950
Associates	\$285-\$450

2008 Rates:

Years Experience	Rate
Partners	\$450-\$925
Associates	\$260-\$500

2007 Rates:

Years Experience	Rate
Partners	\$475-\$875 (average \$606)
Associates	\$240-\$500 (average \$400)

Manatt, Phelps & Philips

2009 Rates:

Years Experience	Rate
Partners	\$495-\$850
Associates	\$250-\$505

2008 Rates:

Years Experience	Rate
Partners	\$495-\$850
Associates	\$290-\$505

2007 Rates:

Years Experience	Rate
Partners	\$520-\$785 (average \$600)
Associates	\$265-\$480 (average \$395)

Morrison Foerster

2009 Rates:

Years Experience	Rate
24	\$750

2008 Rates:

Years Experience	Rate
45	\$675
36	\$725
33	\$785
14	\$650
12	\$600
9	\$560
7	\$535
5	\$485
1	\$520
Paralegals	\$185- \$230

2007 Rates:

Years Experience	Rate
44	\$675
11	\$550
8	\$520
6	\$475
3	\$250

O'Melveny & Myers

2009 Rates:

Years Experience	Rate
36-37	\$860-\$950
21	\$820
16-18	\$700-\$710
14	\$595-\$675
10	\$590
8	\$565
7	\$540-\$565
5-6	\$480-\$520
2-4	\$395-450
Paralegals	\$225-310

Reed Smith

2008 Rates:

Years Experience	Rate
Partners	\$375-\$900 (average \$626)
Associates	\$235-\$580 (average \$423)

2007 Rates:

Years Experience	Rate
Partners	\$350-\$825 (average \$558)
Associates	\$200-\$510 (average \$374)

Rudy, Exelrod & Zieff

2009 Rates:

Years Experience	Rate
Partners 31	\$700
Associates 3	\$305

2007 Rates:

Years Experience	Rate
Partners 29 12	\$700 \$500
Associates 10 8	\$400 \$330
Law Clerk	\$200
Paralegal	\$150

Schonbrun, DeSimone, Seplow, Harris & Hoffman

2009 Rates:

Years Experience	Rate
33	\$750
25	\$625
24	\$625
8	\$375
6	\$370
Paralegals	\$125

Sheppard, Mullin, Richter & Hampton

2008 Rates:

Years Experience	Rate
Partners	\$475-\$795
Associates	\$275-\$455

2007 Rates:

Years Experience	Rate
Partners	\$425-\$795
Associates	\$260-\$550

Townsend and Townsend and Crew

2009 Rates:

Years Experience	Rate
Partners	\$480-\$750
Associates	\$260-\$460

Winston & Strawn

2009 Rates:

Years Experience	Rate
Partners	\$400-\$995
Associates	\$210-\$670

10. The hourly rates set forth above pertain largely to law firms headquartered in the San Francisco Bay Area and Los Angeles. To the extent those law firms handle cases in other jurisdictions, like San Diego, they almost always charge the same rates that they do for litigation in the Bay Area. To the extent Plaintiffs' claim is based upon San Diego rates, however, I also am of the opinion that they are in line with the rates charged by lawyers of comparable skill, experience, and reputation for comparable work, *i.e.*, complex representative litigation in San Diego. I base that opinion on the following facts:

a. In a report filed with the California Public Utilities Commission (attached as Exhibit C), the San Diego Gas & Electric Co. reported that in 2003, it hired outside counsel at rates of from \$477-625 per hour for partners with 13 or more years experience, \$435 per hour for partners with 8-12 years of practice, and \$239-425 per hour for associate attorneys with up to 7 years of practice. Hourly rates have increased significantly since then.

b. San Diego law firm Luce, Forward, Hamilton & Scripps reports that in 2010, its partner rates ranged from \$350 to \$670 per hour, and its associate rates ranged from \$245 to \$445 per hour. In 2009, its partner rates ranged from \$360 to \$650 per hour, and its associate rates ranged from \$240 to \$540 per hour.

11. My research regarding attorneys' fees in California has indicated a consistent increase in fees over the last several years. Most firms increased their rates over these periods. Consistent with this market, I raised my rates in 2009 and 2010, and will raise it again in 2011, to reflect both the

1 demand for my services and inflation in costs and legal rates; my rate is still significantly less than
2 many attorneys with comparable experience, expertise, and skills at other firms.

3 12. The hourly rates set forth above are those charged where full payment is expected
4 promptly upon the rendition of the billing and without consideration of factors other than hours and
5 rates. If any substantial part of the payment were to be deferred for any substantial period of time, for
6 example, or if payment were to be contingent upon outcome or any other factor, the fee arrangement
7 would be adjusted accordingly to compensate the attorneys for those factors.

8 13. In my experience, fee awards are almost always determined based on current rates, i.e.,
9 the attorney's rate at the time a motion for fees is made, rather than the historical rate at the time the
10 work was performed. This is a common and accepted practice to compensate attorneys for the delay in
11 being paid.

12 **C. Plaintiffs' Counsel's Requested Percentage Fee**

13 14. I understand that Plaintiffs request an award of fees under the common fund doctrine as a
14 percentage of the fund recovered in this litigation sufficient to provide them with a reasonable fee. This
15 is an appropriate request because this is a fully-paid, non-reversionary settlement in which the value of
16 the class recovery is fully monetized at \$2,000,000, inclusive of fees, expenses, and settlement
17 administration costs. Under these circumstances, courts award fees as percentages of the common fund
18 where they are in line with the range of fees freely negotiated in the legal marketplace in comparable
19 litigation.

20 15. Based on the information I have gathered and my own experience and expertise, it is my
21 opinion that the 33 1/3% common fund fee recovery requested by Class Counsel is, in the
22 circumstances of this case, reasonable and consistent with awards approved by other California state
23 courts reviewing class action settlements, based on the factors discussed below.

24 16. My opinion is based in part on the fact that, as a common fund case with the fund
25 consisting of \$2 million, Plaintiffs' claimed fee of 33 1/3% is entirely consistent with the legal
26 marketplace for attorneys' services in contingency fee cases involving similar financial recoveries. In
27 the course of my practice, I have become familiar with the contingency fee percentages charged by law
28 firms to sophisticated institutional clients in large damage cases. Based on that knowledge and my

1 experience in the attorneys' fees field generally, it is my opinion that if competent and experienced
2 attorneys and a sophisticated client were to negotiate a contingency fee agreement under the
3 circumstances where (a) a high risk, complex case was being contemplated, (b) it is anticipated that the
4 opposition would be vigorous, and (c) the attorneys would not be paid unless and until they were able to
5 obtain significant relief for the client, the sophisticated client would be more than willing to enter into a
6 retainer agreement under which the client would pay only the litigation out-of-pocket costs, and the
7 attorneys could reasonably expect to recover 5% to 35% of the total value of any recovery as fees.

8 17. An award of 33 1/3% of the common fund requested by Class Counsel here is consistent
9 with legal marketplace for attorneys' services in contingency fee cases because of (a) the high risk
10 involved in litigating an incentive compensation plan case on behalf of nearly 100 California
11 employees; (b) the vigorous defense presented by the large defense firm that represents Defendant here;
12 (c) the relatively small size of the common fund, which weighs toward a higher percentage; and (d) the
13 fact that here, unlike in the paradigm market practices situation described in the previous paragraph,
14 Class Counsel were obligated to advance the substantial litigation costs on a contingent basis with risk
15 of delay in repayment as well as possible non-repayment, and to represent Plaintiffs through appeal of
16 any judgment in this case. This award would also be appropriate to encourage settlement, reward
17 counsel for maximizing their clients' recoveries, and promote the private enforcement of the wage and
18 hour laws Plaintiffs allege were violated.

19 **D. Plaintiffs' Counsel's Lodestar Multiplier**

20 18. Courts often cross-check a percentage-based fee against a lodestar based fee to determine
21 if it is reasonable. I understand that Plaintiffs' lodestar here is \$332,383.88 on non-fees work. The
22 \$666,667 fee award requested represents a 2 multiplier on the non-fees lodestar.

23 19. The expense and risk of public interest litigation has not diminished over the years; to
24 the contrary, these cases are in many ways more difficult than ever. As a result, fewer and fewer
25 attorneys and firms are willing to take on such litigation, and the few who are willing to do so can only
26 continue if their fee awards reflect true market value. Attorneys who litigate on a wholly or partially
27 contingent basis expect to receive significantly higher effective hourly rates in cases where
28 compensation is contingent on success. As the case law recognizes, this does not result in any

1 "windfall" or undue "bonus." In the legal marketplace, a lawyer who assumes a significant financial
2 risk on behalf of a client rightfully expects that his or her compensation will be significantly greater
3 than if no risk was involved (i.e., if the client paid the bill on a monthly basis), and that the greater the
4 risk, the greater the "enhancement." Adjusting court-awarded fees upward in contingent fee cases to
5 reflect the risk of recovering no compensation whatsoever for hundreds of hours of labor simply makes
6 them competitive in the legal marketplace, helping to ensure that meritorious cases will be brought to
7 enforce important public interest policies and that clients who have meritorious claims will be more
8 likely to obtain qualified counsel.

9 20. In my experience, lodestar multipliers of 2 to 4 are typical for class actions such as this
10 case. Plaintiffs' requested fee falls well within this range.

11 **E. Plaintiffs' Counsel's Out-of-Pocket Expenses.**

12 21. I have reviewed the billing practices of hundreds of attorneys in California. Based on
13 my experience and knowledge of these billing practices, I am aware that it is a common practice for
14 firms to bill their clients for out-of-pocket expenses incurred in litigation on a monthly basis as they are
15 incurred. Such expenses include, but are not limited to, charges incurred for copying, long-distance
16 telephone calls, postage, messengers, travel, deposition and hearing transcripts, legal and non-legal
17 computer research services, mediation services, and expert witnesses. I am informed that Plaintiffs
18 expended \$16,258.08 in out-of-pocket litigation expenses in this case, including \$8,000 for the services
19 of an experienced and skilled mediator, David Rotman, who brokered the settlement in this case. Based
20 on my knowledge and experience of such costs and billing practices, it is my opinion that these
21 expenses are reasonable given the complex nature of this case.

22 If called as a witness, I could and would competently testify from my personal knowledge to the
23 facts stated herein. I declare under penalty of perjury under the laws of the state of California the
24 foregoing is true and correct.

25 Executed this 4th day of January, 2011, at Berkeley, California.

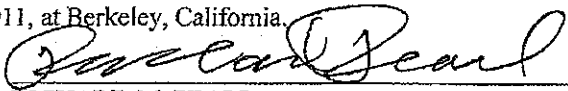
26 
27 RICHARD M. PEARL

EXHIBIT 5

EXHIBIT 6