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

ADA MENDOZA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DESERT VALLEY DATE, LLC, a
California company; JOOLIES, LLC, a
Delaware Limited Liability Company; DVD
FARMING, LLC, a California Limited
Liability Company; DVD FACILITY, LLC
a California Limited Liability Company;
and DOES 4 through 100,
Defendants.

Case No. CVRI2301048

*[Assigned to Hon. Harold W. Hopp
Department I]*

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT**

Date: January 9, 2026
Time: 8:30 a.m.
Dept.: 1

Action Filed: March 1, 2023
Trial Date: None Set

DECLARATION OF ANDREW J. ROWBOTHAM

I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at Haines Law Group, APC, and I serve as counsel for the named plaintiff in this action, Ada Mendoza (“Plaintiff”). I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in plaintiff-side employment litigation. From October 2014 to May 2015, I worked as an associate at the Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour matters and wrongful termination actions.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately 60 active wage and hour class and representative actions, including a number of hybrid actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure. In these matters, I play a significant role in developing case strategies and discovery plans and in analyzing timekeeping, payroll, personnel, and policy data on a classwide basis. My responsibilities also include: investigating potential cases; conducting client and witness interviews; preparing for, taking, and defending depositions of plaintiffs, putative class members, and corporate witnesses; researching and drafting law and motion, including motions to compel, motions for class certification, dispositive motions, and motions for preliminary and final approval; arguing motions and attending case management and other court hearings; negotiating class and representative action settlements and drafting long-form settlement agreements; and working with settlement administrators to implement settlements and monitor the settlement administration process.

4. The following is a non-exhaustive list of wage and hour class actions that have been granted final approval in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;
- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;

- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$425 for work performed in 2018, 2019, and 2020);
- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$425 for work performed from 2017-2020);

- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of \$575 for work performed from 2019-2023);
- *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of \$575 for work performed from 2019-2023);

- *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$575 for work performed from 2022-2023);
- *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara County Superior Court, Honorable James F. Rigali, presiding (approving an hourly rate of \$650 for work performed from 2020-2024); and
- *Elia Paredes Acosta vs. Defendant SMG/Long Beach Convention and Entertainment Center*, Case No. 21STCV27103, Los Angeles County Superior Court, Honorable Theresa M. Traber, presiding (using an hourly rate of \$725 for work performed in 2022-2025).

5. I have also been named Class Counsel for a certified class following a contested motion for class certification in the following case:

- *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage statement class).

6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior Court, Honorable William Claster, presiding. This was a case brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor of the aggrieved employees.

7. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young Attorney in Southern California in its annual Rising Stars edition of Super Lawyers. This honor is awarded to no more than 2.5% of attorneys under the age of 40 in Southern California each year.

8. As counsel for Plaintiff, I have been actively involved in all aspects of this litigation since its inception. I played an integral part in the negotiation and resolution of the claims at issue in this lawsuit.

1 9. Defendants Desert Valley Date LLC, Joolies LLC, DVD Farming LLC, and DVD
2 Facility LLC (collectively, the “Defendants”) operate a packaging facility that packages dates
3 from local growers and ships them throughout California. Plaintiff worked for Defendants as a
4 non-exempt “Packager” from approximately August 2020 through January 2023 in Coachella,
5 California. Plaintiff’s primary job duties included cleaning and packaging dates as they moved
6 along a conveyor belt on an assembly line. Like all Class Members, Plaintiff worked for
7 Defendants during the Class Period and was subject to Defendants’ alleged unlawful wage and
8 hour policies and practices.

9 10. On March 1, 2023, Plaintiff filed this wage and hour class action against Defendant
10 Desert Valley Date, LLC, asserting violations of the Labor Code. On May 8, 2023, Plaintiff filed
11 the operative First Amended Complaint (“FAC”) and added a cause of action for civil penalties
12 under the Private Attorneys General Act (“PAGA”).

13 11. The Parties initially scheduled a private mediation with Todd Smith, Esq. for
14 November 1, 2023. In preparation, Defendants produced approximately one-third of the
15 timekeeping records (handwritten and electronic), payroll data, classwide data and the operative
16 employee handbook. Plaintiff retained an expert to conduct a comprehensive exposure analysis.
17 Shortly before the mediation, Defendants disclosed financial concerns and stated they could not
18 fund a classwide settlement. The mediation was canceled and Defendants produced confidential
19 financial documents. Plaintiff’s forensic accountant reviewed them to assess Defendants’ claimed
20 financial condition.

21 12. Mediation was rescheduled for April 8, 2025 before retired bankruptcy judge
22 Mitchel R. Goldberg. During mediation, Judge Goldberg reviewed Defendants’ financial
23 documentation and history from 2023 through the date of mediation and questioned Plaintiff’s
24 forensic accountant and Defendants’ owner Gregory Willsey. At the conclusion of the mediation,
25 Judge Goldberg issued a mediator’s proposal requiring payment of the Maximum Settlement
26 Amount (“MSA”) in nine quarterly installments, with the final payment due on or before June 30,
27 2028. The Parties accepted the proposal. On July 21, 2025, Plaintiff filed DOE amendments
28 substituting Joolies, LLC as “DOE 1,” DVD Farming, LLC as “DOE 2,” and DVD Facility, LLC

as “DOE 3.” Thereafter, the Parties negotiated and executed the Joint Stipulation of Class & Representative PAGA Action Settlement and Release of Claims (“Settlement Agreement”). The Court preliminarily approved the Settlement on August 29, 2025.

13. A true and correct copy of this Court’s Order Granting Preliminary Approval is attached hereto as **Exhibit 1**.

14. On August 1, 2025, Plaintiff provided the California Labor and Workforce Development Agency (“LWDA”) with the Settlement Agreement, the moving papers for the Motion for Preliminary Approval and the supplemental declarations submitted in support of that motion. A true and correct copy of the LWDA submission confirmations for this matter are attached hereto as **Exhibit 2**.

15. My firm’s cost records reflect out-of-pocket expenses incurred to date totaling \$36,119.60. A true and correct copy of my firm’s cost records is attached hereto as **Exhibit 3**.

16. As detailed in Plaintiff’s Motion for Preliminary Approval, Defendants contend their timekeeping practices are lawful. Defendants also contend their rounding practice is neutral and operates in an even-handed way, as approved by the Court of Appeal in *See’s Candy*. Defendants also argue certification is improper because liability would require individualized inquiries into whether employees worked before shifts or engaged in non-compensable activities.

17. Regarding Plaintiff’s assertion that Defendants paid employees non-discretionary incentive pay but failed to include that compensation in the regular rate of pay for overtime purposes, Defendants contend all bonus payments were discretionary, based on varying criteria and properly excluded from the regular rate of pay. Defendants further assert the claim is unmanageable because it requires individualized inquiries into each payment to determine the terms for earning the bonus, whether those terms were met, whether the bonus was communicated in a manner that renders it non-discretionary and whether any overtime was underpaid. Each of these steps would result in an unmanageable series of mini-trials.

18. Defendants argue they maintain a legally compliant written meal period policy and always provided meal periods consistent with that policy. Defendants also argue employers are required to provide the opportunity to take meal periods, not to “ensure” they are taken.

Defendants also assert all employees took their meal periods at the same time each day, which ensured timely 30-minute meal periods and that their auto-deduction practice accurately reflected those meal periods. Defendants further argue individualized inquiries will be required to determine the reason for each late, short or missed meal period, whether a valid waiver existed and whether a premium was paid, which precludes class certification.

19. Defendants dispute Plaintiff's rest period claim and assert they maintain a facially lawful written rest period policy and authorize and permit rest periods consistent with California law. Defendants argue employees are not required to use the breakrooms for rest periods and are permitted to take longer than 10 minutes to account for dismissal time and time spent walking to and from the breakroom. Defendants also assert questions such as whether rest periods were authorized and permitted or voluntarily skipped would overwhelm common issues and raise serious manageability concerns, especially since rest periods are not recorded.

20. Finally, Defendants argue the derivative wage statement, waiting time and PAGA claims must also fail because Plaintiff's underlying claims will fail. Defendants further argue Plaintiff cannot show any wage statement violation was "knowing and intentional" or that employees "suffered injury" as required by Labor Code § 226(e). Defendants also contend their good faith defenses to the underlying claims preclude waiting time penalties because those penalties require a "willful" failure to pay wages. Defendants also assert the Court should exercise its discretion to substantially reduce any PAGA penalties awarded.

CMO H(3)

21. My firm requests \$143,333.33 in attorneys' fees, which is one-third of the MSA. This matches the percentage sought in *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480 and is fair and reasonable based on the percentage of recovery method. This is consistent with my firm's experience in similar wage-and-hour class action matters. My firm has a lodestar of \$129,662.50, which results in a multiplier of approximately 1.11 when compared to the \$143,333.33 fee request. A summary of the hours worked by each attorney and paralegal appears below. The billing rates used are reasonable in light of the evidence submitted herewith and have been approved by multiple courts throughout California. A true and correct copy of my firm's

1 billing summary is attached hereto as **Exhibit 4**. A true and correct copy of the 2025 Laffey
2 Matrix is attached hereto as **Exhibit 5**.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	\$925	4.5	\$4,162.50
Fletcher W. Schmidt (13th Year Attorney)	\$825	35.8	\$29,535.00
Andrew J. Rowbotham (11th Year Attorney)	\$725	82.4	\$59,740.00
Susan J. Perez (6th Year Attorney)	\$550	61.5	\$33,825.00
HLG Paralegals	\$200	12.0	\$2,400.00
Total Lodestar			\$129,662.50

11 22. As discussed above, this case presented significant risks to both class certification
12 and merits considerations. Accordingly, it is fair and reasonable to account for these risks in
13 compensating my firm. Since undertaking representation of Plaintiff, my firm has devoted
14 substantial time to this litigation without receiving any compensation to date. My firm's efforts
15 included a pre-filing investigation, analysis of Plaintiff's claims, legal research and analysis and
16 review of Defendants' confidential financial information. My firm also reviewed and evaluated
17 the timekeeping and payroll records with a retained expert to build a comprehensive damages
18 model, worked with a forensic accountant to analyze Defendants' confidential financial
19 information, participated in mediation and settlement negotiations, drafted the Memorandum of
20 Understanding, long-form Settlement Agreement and Class Notice, prepared the Motions for
21 Preliminary and Final Approval, oversaw the notice process, fielded questions from Class
22 Members and otherwise litigated the case.

23 23. My firm's previous experience in litigating wage and hour class actions also
24 supports the reasonableness of the fee request. My firm is well-versed in both plaintiff and
25 defense-side wage and hour class and representative action litigation, and collectively bring four
26 decades of experience in this field. My firm has also been certified as class counsel in numerous
27 other cases in both State and federal court.
28

1 **CMO H(4)**

2 24. My firm incurred \$36,119.60 in litigation costs and respectfully requests
3 reimbursement. This amount is less than the \$40,000.00 cap the Court preliminarily approved in
4 the Settlement Agreement. My firm retained Dr. J. Michael DuMond, Ph.D., of Berkeley
5 Research Group, and his staff, as well as Keith D. Messerschmidt, CPA/ABV, a forensic
6 accountant, to perform expert analyses in this case. A true and correct copy of all invoices
7 received in this matter from Dr. DuMond and Mr. Messerschmidt are attached hereto as **Exhibit**
8 **6**.

9 25. Plaintiff also requests that the Court approve \$6,900.00 in administration costs to
10 Phoenix as the Settlement Administrator.

11 **CMO H(2)**

12 26. Plaintiff seeks a Class Representative Service Payment of \$10,000.00. Plaintiff
13 submits this amount is fair and reasonable in light of her substantial efforts and the risks
14 undertaken on behalf of the Settlement Class.

15 27. Plaintiff's requested Service Payment recognizes the time, effort and personal
16 sacrifice she expended on behalf of the Settlement Class throughout the litigation. Plaintiff
17 searched for and provided relevant documents, provided factual information to Class Counsel,
18 participated in multiple calls to discuss the claims and company policies and reviewed documents
19 and filings related to the case. Plaintiff also assisted with mediation preparation, remained
20 available during mediation to respond to factual inquiries from opposing counsel and the mediator
21 and discussed the settlement terms with Class Counsel, including whether she believed the
22 settlement was fair. Plaintiff estimates she devoted approximately 20-30 hours to tasks that
23 contributed directly to the resolution of this matter. Plaintiff's requested Service Payment is
24 justified in light of the work she performed and the risks she assumed as the named plaintiff.
25 Plaintiff's name is now associated with a wage and hour class action against a former employer.
26 Plaintiff also agreed to a general release of all claims subject to a waiver of Civil Code § 1542.

1 **CMO H(2)(e)**

2 28. As stated in Plaintiff's declaration the declaration of Kevin Lee submitted on
3 behalf of Phoenix Settlement Administrators, Plaintiff's estimated Settlement Share is \$314.38
4 and her estimated individual PAGA Payment is \$12.52.

5 **CMO H(5)**

6 29. A true and correct copy of the declaration of Kevin Lee, submitted on behalf of
7 Phoenix Settlement Administrators, the Court-appointed Settlement Administrator, is submitted
8 concurrently with the Final Approval Motion. As detailed therein, Mr. Lee authenticates the final
9 versions of the Notice of Class Action Settlement, Objection Form, and Request for Exclusion
10 Form, which are collectively attached as Exhibit A to his declaration. Because this was not a
11 claims-made settlement, no claim forms were required. Mr. Lee confirms that the Settlement
12 Administrator received one objection, which the objector withdrew after confirming it was
13 submitted in error and attached as Exhibit B. As such, there are no objections from the Class
14 Members. Mr. Lee confirms that the Settlement Administrator did not receive any Requests for
15 Exclusion forms. As such, there are no opt-outs from the Class Members. The declaration also
16 includes a comprehensive estimate of total settlement administration costs, encompassing all
17 work completed to date and anticipated future services, attached as Exhibit C.

18 **CMO H(6)**

19 30. The declaration of Kevin Lee also confirms that Defendants will separately pay
20 the employer's share of payroll taxes in addition to the MSA.

21 **CMO H(8)**

22 31. The Proposed Judgment provides that all settlement distribution checks will be
23 negotiable for 180 days from the date of mailing. The envelope transmitting checks will note:
24 "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Any check not negotiated
25 within 60 days will trigger a reminder postcard to be mailed to the Class Member. For any Class
26 Members who are current employees and whose checks are returned as undeliverable, the
27 Settlement Administrator will coordinate with Defendant to deliver checks at the workplace.
28

CMO H(9)

32. The first reference to the Settlement Agreement in the Proposed Judgment includes the title of the agreement (“Joint Stipulation of Class & Representative PAGA Action Settlement and Release of Claims”), its filing date (August 1, 2025), and the identification of the filing as Exhibit 1 to the Declaration of Andrew J. Rowbotham in Support of Plaintiff’s Motion for Preliminary Approval.

CMO H(10)

33. There are no Class Members who excluded themselves from the settlement.

CMO H(3) & H(11)

34. Attorneys’ fees and costs will be distributed between two law firms pursuant to a signed fee-split acknowledgment: Haines Law Group, APC will receive \$107,500.00 in attorneys’ fees and \$36,119.60 in litigation costs, for a total of \$143,619.60; and Marquez Law Firm shall be paid \$35,833.33 in attorneys’ fees. Plaintiff has been provided written notice of this fee split agreement and acknowledged acceptance in writing.

CMO H(12)

35. Any funds from Settlement Shares and Individual PAGA Payments remaining uncashed after the 180-day check-cashing deadline, measured from the date the Settlement Administrator mails the check, shall be distributed to the *cy pres* recipient, Coachella Valley Housing Coalition, 45701 Monroe Street, Suite G, Indio, CA 92201, a nonprofit 501(c)(3) organization, in accordance with the terms of the Settlement.

36. The CMO states the Court’s preference in wage and hour cases for redistributing the value of uncashed settlement checks to Settlement Class Members who cashed their checks. Plaintiff and Defendant propose a different approach because a second distribution would increase administrative burden and delay and would benefit only the subset of Settlement Class Members who already cashed their checks. Redirecting any unpaid residue to Coachella Valley Housing Coalition will benefit the community as a whole. CVHC develops affordable housing and related community services for low-income residents, including farmworkers and their families.

CMO H(13)

37. The Proposed Judgment does not contain any language enjoining Class Members from pursuing released claims, does not deem Class Members to have contractually agreed not to sue, and does not purport to dismiss the action itself, as prohibited by California Rules of Court, Rule 3.769(h).

CMO H(14)

38. The Proposed Judgment does not prohibit third parties from offering the Settlement Agreement into evidence in other proceedings and does not purport to determine its admissibility in future litigation. It includes only a mutual restriction on the use of the agreement by the parties themselves, if at all.

CMO H(15)

39. The Settlement Administrator will provide notice of entry of judgment via a settlement website. The website URL will be printed on all settlement checks for reference.

CMO H(16)

40. Should the Court deny or continue the hearing on this Motion, any amended versions of the proposed judgment or other documents will be submitted with a redlined comparison and a supporting declaration authenticating the changes.

CMO H(17), I

41. Plaintiff proposes that the Final Accounting Hearing be scheduled for February 16, 2029. Within 5 court days of the Final Accounting Hearing, the Settlement Administrator will file a declaration describing (i) the date the settlement checks were mailed, (ii) the total number of checks mailed to Class Members, (iii) the average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of the disposition of any unclaimed funds. If there is unpaid residue to be distributed, the declaration shall be accompanied by a proposed amended judgment. My firm will send a copy of the amended judgment to the Judicial Council in compliance with California Code of Civil Procedure § 384.5, together with a cover letter

1 providing the information required by California Government Code § 68520. Proof of service
2 shall be filed with the Court within fifteen (15) days of the filing of the amended judgment.

3 42. I confirm that I do not have any interest or involvement in, and am not affiliated
4 with, the proposed settlement administrator, Phoenix Settlement Administrators.

5 43. I confirm that I do not have any interest or involvement in, and am not affiliated
6 with, the proposed *cy pres*, Coachella Valley Housing Coalition.

7 44. I am not aware of any other class, representative, or other collective actions in any
8 other court or jurisdiction that assert claims similar to the those asserted in this action on behalf
9 of a class or group of individuals some or all of whom would also be members of the class defined
10 in this action. I made a reasonable inquiry of other members of my law firm to determine whether
11 anyone in my firm is aware of any such similar actions.

12 I declare under penalty of perjury under the laws of California and the United States that
13 the foregoing is true and correct. Executed on December 16, 2025, at El Segundo, California.

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15 
16 _____
17 Andrew J. Rowbotham
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EXHIBIT 1

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

ADA MENDOZA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DESERT VALLEY DATE, LLC, a
California company; JOOLIES, LLC, a
Delaware Limited Liability Company; DVD
FARMING, LLC, a California Limited
Liability Company; DVD FACILITY, LLC
a California Limited Liability Company;
and DOES 4 through 100,

Defendants.

Case No. CVRI2301048

*[Assigned to Hon. Harold W. Hopp
Department 1]*

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: August 25, 2025
Time: 8:30 a.m.
Dept.: 1

Action Filed: March 1, 2023
Trial Date: None Set

1 The Motion of Plaintiff Ada Mendoza (“Plaintiff”) for Preliminary Approval of Class and
2 PAGA Action Settlement came on regularly for hearing before this Court on August 25, 2025, at
3 8:30 a.m. This Court, having considered the proposed Joint Stipulation of Class & Representative
4 PAGA Action Settlement and Release of Claims (“Settlement Agreement”) attached as Exhibit 1
5 to the Declaration of Andrew J. Rowbotham filed concurrently herein; having considered
6 Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action Settlement,
7 Memorandum of Points and Authorities in support thereof, and supporting declarations filed
8 therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

9 1. The Court GRANTS preliminary approval of the class action settlement as set
10 forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
11 that ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes
12 of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that
13 there is a sufficiently well-defined community of interest among the members of the Settlement
14 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
15 conditional certification of the following Settlement Class:

16 All current and former non-exempt employees who worked for
17 Defendants Desert Valley Date LLC, Joolies LLC, DVD Farming
18 LLC, and DVD Facility LLC (collectively, the “Defendants”) in
19 California from July 27, 2020, through April 4, 2025 (the “Class
Period”).

20 2. The Settlement Agreement provides for a Maximum Settlement Amount of
21 \$430,000.00, which includes an attorneys’ fees award not to exceed one-third of that amount
22 (\$143,333.33), litigation expenses not to exceed \$40,000.00, a proposed Class Representative
23 Payment to Plaintiff not to exceed \$10,000.00, and PAGA civil penalties totaling \$30,000.00
24 (25% of which, or \$7,500.00, will be paid to PAGA Aggrieved Employees). The Court will not
25 approve the amount of attorneys’ fees and costs, Class Representative Payment, or PAGA civil
26 penalties until the Final Approval Hearing.

27 3. For purposes of the Settlement, the Court designates Plaintiff Ada Mendoza as
28 Class Representative, and designates Paul K. Haines, Fletcher W. Schmidt, Andrew J.
Rowbotham, and Susan J. Perez of Haines Law Group, APC as Class Counsel.

1 4. The Court designates Phoenix Settlement Administrators as the third-party
2 Settlement Administrator for mailing notices, via first-class U.S. Mail

3 5. The Court approves, as to form and content, the Notice of Class Action Settlement
4 (“Class Notice”), which also includes the Request for Exclusion Form and Objection Form
5 (collectively, the “Notice Packet”), attached as Exhibit 1 to this Proposed Order.

6 6. The Court finds that the form of notice to the Settlement Class regarding the
7 pendency of the action and of the Settlement, and the methods of giving notice to members of the
8 Settlement Class, constitute the best notice practicable under the circumstances, and constitute
9 valid, due, and sufficient notice to all of the Settlement Class members. The form and method of
10 giving notice complies fully with the requirements of California Code of Civil Procedure § 382,
11 California Civil Code § 1781, California Rules of Court 3.766 and 3.769, the California and
12 United States Constitutions, and other applicable law.

13 7. The Court further approves the procedures for the Settlement Class members to
14 opt out of or object to the Settlement, as set forth in the Class Notice.

15 8. The procedures and requirements for filing objections in connection with the Final
16 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
17 presentation of any Settlement Class member’s objection to the Settlement in accordance with the
18 due process rights of all members of the Settlement Class.

19 9. The Court directs the Settlement Administrator to mail the Notice Packet to
20 Settlement Class members and to carry out all duties as required under the Settlement.

21 10. The Class Notice shall provide at least forty-five (45) calendar days’ notice for
22 members of the Settlement Class to opt out of, or object to the Settlement. The Class Notice shall
23 be mailed via first-class U.S. Mail and accompanied by an exclusion form and objection form
24 that Settlement Class members may use. Any Request for Exclusion or Objection shall be
25 submitted directly to the Settlement Administrator and not filed with the Court. Upon receipt of
26 any Requests for Exclusion or Objections, the Settlement Administrator shall forward copies of
27 all Requests for Exclusion and Objections to counsel for all parties. The Settlement Administrator
28 shall file a declaration concurrently with the filing of the Motion for Final Approval of Class

1 Action Settlement which authenticates a copy of every Request for Exclusion, with any Social
2 Security Numbers redacted prior to submission to the Court, and Objection received by the
3 Settlement Administrator. The Settlement Administrator shall give notice to any objecting
4 Settlement Class member of any continuance of the hearing on Plaintiff's Motion for Final
5 Approval of Class and PAGA Action Settlement.

6 11. The Final Approval Hearing to determine whether the Settlement is fair,
7 reasonable, and adequate is scheduled for January 9, 2026, at 8:30 a.m. in Department 1 of this
8 Court, located at 4050 Main Street, Riverside, California 92501.

9 12. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
10 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
11 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's
12 application for reasonable attorneys' fees, reimbursement of litigation expenses, Class
13 Representative Payment, settlement administration costs, and payment to the Labor & Workforce
14 Development Agency ("LWDA") for penalties under the Labor Code Private Attorneys General
15 Act should be granted.

16 13. Counsel for the parties shall file memoranda, declarations, or other statements and
17 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
18 expenses, Plaintiff's Class Representative Payment, payment to the LWDA, and settlement
19 administration costs, prior to the Final Approval Hearing according to the time limits set by the
20 Code of Civil Procedure and the California Rules of Court.

21 ///

22 ///

23 ///

1 14. An implementation schedule is below (assuming preliminary approval is granted
2 on August 25, 2025):

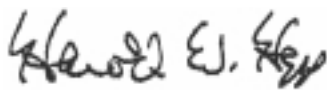
Event	Date
Defendants to provide Class Member information to the Settlement Administrator no later than [21 calendar days after preliminary approval]:	September 15, 2025
Settlement Administrator to mail the Notice Packet to Settlement Class members no later than [7 calendar days after receiving Class Member information]:	September 22, 2025
Deadline for Settlement Class members to request exclusion from, or object to, the Settlement, or submit a dispute [45 calendar days after mailing]:	November 6, 2025
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement [16 court days before Final Approval Hearing]:	December 12, 2025
Final Approval Hearing:	January 9, 2026, at 8:30 a.m.

13 15. Pending the Final Approval Hearing, all proceedings in this action, other than
14 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
15 Order, are stayed.

16 16. Counsel for the parties are hereby authorized to utilize all reasonable procedures
17 in connection with the administration of the Settlement which are not materially inconsistent with
18 either this Order or the terms of the Settlement.

19 **IT IS SO ORDERED.**

20
21 Dated: August 29, 2025



Hon. Harold W. Hopp
Judge of the Superior Court

EXHIBIT 2

From: no-reply@formassembly.com
To: [Jonathan Ramirez](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, August 1, 2025 5:51:00 PM

08/01/2025 05:49:20 PM

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

Item submitted: Proposed Settlement

On 08/01/2025 05:49:20 PM your Proposed Settlement was successfully processed for case number LWDA-CM-939348-23

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Riverside County Superior Court ▼

Court Case Number *

CVRI2301048

Hearing Date *

08/25/2025

Hearing Time *

08:30

HH:MM

Hearing Location *

4050 Main Street, Riversid

Number of aggrieved employees *

322

Net Amount to Aggrieved Employees *

199766.67

Gross settlement amount *

430000.00

Gross penalty *

30000.00

Penalties to LWDA *

22500.00

Date of proposed settlement *

07/28/2025

Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☒ There are no other PAGA claims which may be affected by this proposed settlement.
- ☐ The proposed settlement may affect other PAGA claims.
- ☐ A Notice of Related Cases has been filed in all related actions.
- ☒ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☒ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf) *

Choose File Exhibit 1 – Joi... Executed).pdf

Other Attachment (if any, must be .pdf)

Choose File 1. 2025-08-...y Approval.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

2. 2025-08-...y Approval.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

3. 2025-08-...SO DVD PA.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

4. 2025-08-... PA Motion.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

5. 2025-08-... PA Motion.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

6. 2025-08-... PA Motion.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

7. 2025-08-... Settlement.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

8. 2025-08-...y Approval.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

9. 2025-08-...res - CVHC.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

10. 2025-08... PA Motion.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

11. 2025-08... PA Motion.pdf

Other Attachment (if any, must be .pdf)

[Remove](#)

12. 2025-08...f of Service.pdf

[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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Previous Page

Submit

EXHIBIT 3

Ada Mendoza v. Desert Valley Date LLC, et al.

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
1/31/2023	ALL	Postage for January, 2023.	1 20.79	20.79
	ALL	Copying cost for January, 2023.	108 0.25	27.00
3/1/2023	IDLC	First legal's Filing fee for Complaint for other employment (Over \$25,000), summons issued Base charge + Additional charges + Adv/wit ck + Check charge Order #: [REDACTED]	1 1,521.30	1,521.30
	IDLC	First legal's Filing fee for: Submission to LWDA for PAGA Notice. Order #: [REDACTED]	1 75.00	75.00
3/15/2023	IDLC	One Legal's Notice of posting of jury fees Order #: [REDACTED]	1 171.67	171.67
3/31/2023	ALL	Postage for March, 2023.	1 11.10	11.10
	ALL	Copying cost for March, 2023.	135 0.25	33.75
4/12/2023	IDLC	One legal's filing fee for: Proof of service. Order #: [REDACTED]	1 17.24	17.24
5/10/2023	IDLC	One legal's filing fee for: Amended complaint, Proof of service Order #: [REDACTED]	1 17.24	17.24
5/31/2023	ALL	Postage for May, 2023.	1 1.98	1.98

			<u>Qty/Price</u>	<u>Amount</u>
5/31/2023	ALL	Copying cost for May, 2023.	67 0.25	16.75
7/6/2023	PKH	Todd Smith Mediation fee - 11/1/23 mediation	1 9,000.00	9,000.00
7/31/2023	ALL	Copying cost for July, 2023.	3 0.25	0.75
10/31/2023	PKH	BRG Expert fee for services rendered through October 31, 2023. Invoice # [REDACTED]	1 5,040.00	5,040.00
11/20/2023	ALL	One legal's Filing fee for: Joint statement of case Order #: [REDACTED]	1 17.24	17.24
1/31/2024	ALL	Postage for January, 2024.	1 7.36	7.36
	ALL	Copying cost for January, 2024.	2 0.25	0.50
2/29/2024	IDLC	Keith D. Messerschmidt Expert fee for professional services for the period 10/15/2023 through 02/01/2024.	1 2,500.00	2,500.00
3/31/2024	ALL	FedEx costs for March 2024.	1 8.45	8.45
	ALL	Copying cost for March, 2024.	5 0.25	1.25
	ALL	Postage for March, 2024.	1 14.75	14.75
4/29/2024	IDLC	First legal's filing fee for: Joint Statement of Case;Proof of Service Order #: [REDACTED] Direct E-filing Base charge + Additional charges	1 15.75	15.75
5/11/2024	IDLC	Riverside County document purchase fee. Transaction ID: [REDACTED]	1 3.00	3.00
	IDLC	Riverside County document purchase fee. Transaction ID: [REDACTED]	1 1.00	1.00
7/1/2024	IDLC	One legal's filing fee for: Stipulation and Order for,Proof of Service by Electronic Service (non-complaint) Order #: [REDACTED]	1 39.89	39.89

		<u>Qty/Price</u>	<u>Amount</u>
10/1/2024	VG	First Legal Filing fee for: Joint Statement of Case;Proof of Service Order #: [REDACTED] Direct E-Filing Base Charge + Additional Charge	1 17.30 17.30
11/5/2024	ALL	Judicate West mediation fee for April 8, 2025 mediation. Invoice #: [REDACTED] *Refund of \$1,800.00 for unused retainer received 2025-06-24, amount remaining = \$7,050.00*	1 7,050.00 7,050.00
11/19/2024	ML	FedEx costs for November 2024.	1 9.20 9.20
11/26/2024	VG	One Legal's Filing fee for: Stipulation and Order for,Proof of Service by Electronic Service (non-complaint) of Order #: [REDACTED]	1 42.64 42.64
11/30/2024	ML	Copying costs for November, 2024.	3 0.25 0.75
4/14/2025	ML	BRG Expert fee for services rendered through March 31, 2025. Invoice #: [REDACTED]	1 6,987.50 6,987.50
4/30/2025	ML	Copying cost for April, 2025.	3 0.25 0.75
5/22/2025	IO	One Legal's filing fee for: Stipulation and Order for,Proof of Service by Electronic Service (non-complaint) of Order #: [REDACTED]	1 44.71 44.71
7/23/2025	IO	One Legal's filing fee for: Amendment to Complaint/Cross Complaint (Fictitious Name) (RI-CI035),Amendment to Complaint/Cross Com Order #: [REDACTED]	1 23.02 23.02
7/31/2025	ML	Westlaw cost for July, 2025.	1 93.92 93.92
	ML	Copying cost for July, 2025.	1 0.25 0.25
8/13/2025	IO	One Legal's Filing fee: Motion for Preliminary Approval of Class Action Settlement,Proposed Order (hearing) re:,Declaration Order #: [REDACTED]	1 86.01 86.01

		<u>Qty/Price</u>	<u>Amount</u>
8/28/2025 IO	One Legal's Filing fee: Declaration of, Proposed Order re:, Proof of Service Order #: [REDACTED]	1 23.02	23.02
9/11/2025 IO	One Legal's Filing fee for: Proof of Service by Electronic Service (non-complaint) of Order #: [REDACTED]	1 23.02	23.02
9/26/2025 ML	Keith D Messerschmidt Expert fee for Professional Services rendered May 2024-April 2025	1 3,152.50	3,152.50
9/30/2025 ML	Copying cost for September, 2025.	4 0.25	1.00
12/31/2025 ML	Copying cost for December, 2025.	1 0.25	0.25
Total additional charges			<u>\$36,119.60</u>
Balance due			<u><u>\$36,119.60</u></u>

EXHIBIT 4

Haines Law Group, APC
Billing Summary
Ada Mendoza v. Desert Valley Date LLC, et al.

Activity	Attorney/Hrs/Rate	AMOUNT
Initial case research, client intake interview, review of personnel file and client documents, and new client onboarding.	PKH 1.0 hrs. @\$925/hr. = \$925.00 FWS 7.5 hrs. @\$825/hr. = \$6,187.50 Paralegal 2.5 hrs. @\$200/hr. = \$500.00	\$7,612.50
Conduct legal research regarding Plaintiff's claims; conduct research regarding corporate structure of Defendants; search dockets for related actions.	FWS 4.3 hrs. @\$825/hr. = \$3,547.50	\$3,547.50
Draft class action complaint; filing and service of complaint and case-initiating documents; draft and finalize LWDA letter and serve on Defendants and the LWDA.	FWS 2.0 hrs. @\$825/hr. = \$1,650.00 SJP 6.3 hrs. @\$550/hr. = \$3,465.00 Paralegal 1.5 hrs. @\$200/hr. = \$300.00	\$5,415.00
Calls and e-mails w defense counsel re service of complaint and trajectory of case; discussions with team re: same.	FWS 2.0 hrs. @\$825/hr. = \$1,650.00 AJR 4.5 hrs. @\$725/hr. = \$3,262.50 Paralegal 1.0 hrs. @\$200/hr. = \$200.00	\$5,112.50
Draft and file First Amended Complaint; serve on Defendant's counsel.	AJR 0.5 hrs. @\$725/hr. = \$362.50 Paralegal 1.0 hrs. @\$200/hr. = \$200.00	\$562.50
Review Defendant's Answer; discuss potential mediation with Defendant's counsel; draft initial CMC statement, send to Defendant's counsel for review, review Defendant's edits, file initial CMC statement.	AJR 3.6 hrs. @\$725/hr. = \$2,610.00 SJP 2.5 hrs. @\$550/hr. = \$1,375.00 Paralegal 1.0 hrs. @\$200/hr. = \$200.00	\$4,185.00
Discuss mediation with Defendant's counsel again; research mediators and availability; schedule mediation; send mediation data and document request to Defendant's counsel, follow-up on said requests; Review and organize mediation data production; conduct review and analysis of Defendant's timekeeping and payroll records for exposure analysis; meet and	AJR 21.5 hrs. @\$725/hr. = \$15,587.50 SJP 10.3 hrs. @\$550/hr. = \$5,665.00 Paralegal 1.0 hrs. @\$200/hr. = \$200.00	\$21,452.50

confer with expert regarding data analysis; draft mediation brief and prepare for mediation; draft Joint Stipulation to continue CMC due to mediation; review protective order drafted by Defendant.		
Discuss mediation with Defendant's counsel, including Defendant's cancellation and inability to fund; request Defendant's financial documents to confirm or reject Defendant's financial contention.	AJR 1.5 hrs. @\$725/hr. = \$1,087.50	\$1,087.50
Retain forensic accountant to review Defendant's financial documents; meet and confer with expert regarding Defendant's financial documents; discussions with team re same.	FWS 1.0 hrs. @\$825/hr. = \$825.00 AJR 3.5 hrs. @\$725/hr. = \$2,537.50	\$3,362.50
Discuss bankruptcy mediation with Defendant's counsel; schedule mediation; draft mediation brief with bankruptcy focus to include forensic expert's analysis and prepare for mediation.	FWS 2.5 hrs. @\$825/hr. = \$2,062.50 AJR 8.9 hrs. @\$725/hr. = \$6,452.50	\$8,515.00
Attend mediation with retired bankruptcy judge, Hon. Mitchel R. Goldberg, (Ret.); draft MOU; calls with client for settlement approval; draft and file DOE amendments to name all Defendants.	FWS 8.0 hrs. @\$825/hr. = \$6,600.00 AJR 9.5 hrs. @\$725/hr. = \$6,887.50 SJP 9.5 hrs. @\$550/hr.= \$5,225.00 Paralegal 1.0 hrs. @\$200/hr. = \$200.00	\$18,912.50
Negotiate and provide edits to draft long-form settlement agreement and notice packet; discuss settlement agreement with client; discussions with opposing counsel re the same; communications w client re same; obtain and review administration bids; obtain declaration and discuss with cy pres recipient.	FWS 2.0 hrs. @\$825/hr. = \$1,650.00 AJR 6.5 hrs. @\$725/hr. = \$4,712.50 SJP 4.5 hrs. @\$550/hr.= \$2,475.00	\$8,837.50
Draft preliminary approval motion and supporting documents, including billing summary and	FWS 1.5 hrs. @\$825/hr. = \$1,237.50 AJR 12.3 hrs. @\$725/hr. = \$8,917.50 SJP 18.5 hrs. @\$550/hr.= \$10,175.00 Paralegal 2.0 hrs. @\$200/hr. = \$400.00	\$20,730.00

legal research; file motion for preliminary approval.		
Oversee notice process, review potential objection from class member to determine class member's intent, confirm class member did not intend to object; draft final approval motion and supporting documents.	FWS 1.5 hrs. @\$825/hr. = \$1,237.50 AJR 5.6 hrs. @\$725/hr. = \$4,060.00 SJP 8.4 hrs. @\$550/hr.= \$4,620.00	\$9,917.50
Misc. internal meetings regarding case strategy and case status.	PKH 3.5 hrs. @\$925/hr. = \$3,237.50 FWS 3.5 hrs. @\$825/hr. = \$2,887.50 AJR 4.5 hrs. @\$725/hr. = \$3,262.50 SJP 1.5 hrs. @\$550/hr.= \$825.00 Paralegal 1.0 hrs. @\$200/hr. = \$200.00	\$10,412.50
TOTAL:		\$129,662.50

EXHIBIT 5

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

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

EXHIBIT 6



Paul Haines, Esq.
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

November 10, 2023
Client-Matter: [REDACTED]
Invoice #: [REDACTED]
Tax ID #: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Mendoza v. Desert Valley Date, LLC

Services Rendered Through October 31, 2023

Professional Services	\$ 5,040.00	USD
CURRENT CHARGES	\$ 5,040.00	USD

PAYMENT IS DUE BY December 10, 2023

Please direct questions regarding this invoice to: Jon M. DuMond at [REDACTED] or [REDACTED]

Please remit wire/ACH payment to:

Bank Name: [REDACTED]
SWIFT: [REDACTED]
ABA #: [REDACTED]
Account Name: [REDACTED]
Account #: [REDACTED]
Reference: [REDACTED]

Please send remittance advice details to:
[REDACTED]

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC

[REDACTED]

Please remit express/overnight payment to:

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC

[REDACTED]

cc:

[REDACTED]
Via Email: [REDACTED]



To: Paul Haines, Esq.
c/o: Haines Law Group
RE: Mendoza v. Desert Valley Date, LLC

Page 2 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through October 31, 2023

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Senior Managing Consultant Brooke Dinwiddie	450.00	11.20	5,040.00
Total Professional Services		11.20	5,040.00



To: Paul Haines, Esq.
c/o: Haines Law Group
RE: Mendoza v. Desert Valley Date, LLC

Page 3 of 3
Invoice # [REDACTED]
Client-Matter: [REDACTED]

Services Rendered Through October 31, 2023

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
10/17/23	Brooke Dinwiddie	Converted PDFs.	5.90
10/18/23	Brooke Dinwiddie	Prepared data.	5.30
Professional Services			11.20



Paul Haines, Esq.
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

April 14, 2025
Client-Project: [REDACTED]
Invoice #: [REDACTED]
Tax ID: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Mendoza v. Desert Valley Date, LLC

Services Rendered Through March 31, 2025

Professional Services	\$	6,987.50	USD
CURRENT CHARGES	\$	6,987.50	USD

PAYMENT IS DUE BY May 14, 2025

Please direct questions regarding this invoice to: Jon M. DuMond at [REDACTED]

Please remit wire/ACH payment to:

Bank Name: [REDACTED]
SWIFT: [REDACTED]
ABA #: [REDACTED]
Account Name: [REDACTED]
Account #: [REDACTED]
Reference: [REDACTED]

Please remit check payment to:

[REDACTED]

Please remit express/overnight payment to:

[REDACTED]

Please send remittance advice details to:
remitadvice@thinkbrg.com

cc:

[REDACTED]

Via Email: [REDACTED]



To: Paul Haines, Esq.
c/o: Haines Law Group
RE: Mendoza v. Desert Valley Date, LLC

Page 2 of 3
Invoice # [REDACTED]
Client-Project: [REDACTED]

Services Rendered Through March 31, 2025

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director			
Jon M. DuMond	675.00	1.30	877.50
Senior Managing Consultant			
Brooke Truitt	470.00	13.00	6,110.00
Total Professional Services		14.30	6,987.50



BRG

INVOICE

To: Paul Haines, Esq.
c/o: Haines Law Group
RE: Mendoza v. Desert Valley Date, LLC

Page 3 of 3
Invoice # [REDACTED]
Client-Project: [REDACTED]

Services Rendered Through March 31, 2025

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
03/11/25	Brooke Truitt	Reviewed data; loaded data.	4.40
03/12/25	Brooke Truitt	Prepared data.	3.50
03/25/25	Jon M. DuMond	Review analyses; case discussions.	1.30
03/25/25	Brooke Truitt	Analyzed data.	5.10
Professional Services			14.30

Keith D. Messerschmidt

INVOICE

02/01/2024

CLIENT:

Haines Law Group, APC
c/o Andrew Rowbotham, Esquire
2155 Campus Drive, Suite 180
El Segundo, CA 90245

Professional services for the period 10/15/23 through 02/01/24

<u>Client Number</u>	<u>Client</u>	<u>Case</u>	<u>Hours</u>	<u>Expenses</u>	<u>Total Billings</u>
	Haines Law Group, APC	Mendoza vs. Desert Valley Date, LLC / Joolies, LLC and Subsidiaries	11.30	\$ -	\$ 2,500.00
TOTAL			<u>11.30</u>		<u>\$ 2,500.00</u>

Keith D. Messerschmidt, CPA/ABV
1606 Gates Avenue
Manhattan Beach, CA 90266

February 1, 2024

Haines Law Group, APC
c/o Andrew Rowbotham, Esquire
2155 Campus Drive, Suite 180
El Segundo, CA 90245

Valuation/Litigation CLIENT # 2325

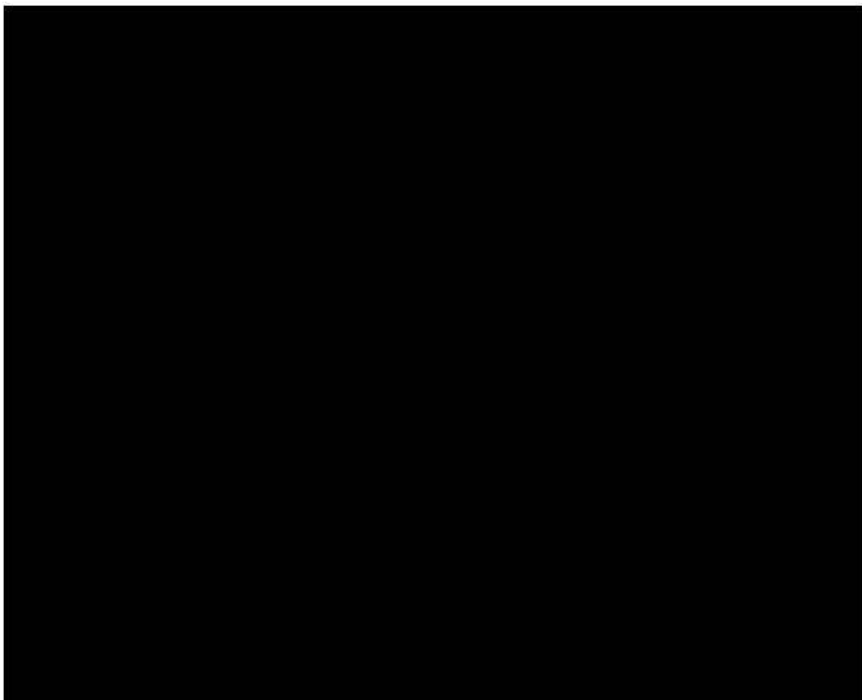
RE: Mendoza vs. Desert Valley Date. LLC / Joolies, LLC and Subsidiaries -- Professional Services

	Hours	Amount
10/27/23	0.30	\$ 97.50
10/27/23	0.30	97.50
10/27/23	0.30	97.50
10/27/23	0.30	97.50
10/27/23	0.30	97.50
10/27/23	0.30	97.50
10/27/23	0.30	97.50
10/27/23	0.30	97.50
10/27/23	0.30	97.50
10/30/23	0.30	97.50
10/30/23	0.30	97.50
10/30/23	0.30	97.50
10/30/23	0.30	97.50
10/31/23	0.70	227.50

February 1, 2024

11/01/23		0.30	97.50
11/14/23		0.20	65.00
12/12/23		0.30	97.50
12/12/23		0.30	97.50
12/12/23		0.30	97.50
12/14/23		0.30	97.50
12/14/23		0.30	97.50
12/14/23		0.30	97.50
12/15/23		0.30	97.50
12/15/23		0.30	97.50
12/15/23		0.30	97.50
12/21/23		0.30	97.50
12/21/23		0.30	97.50
12/21/23		0.30	97.50
01/04/24		0.30	97.50
01/04/24		0.30	97.50

February 1, 2024

01/04/24		0.30	97.50
01/15/24		0.30	97.50
01/15/24		0.30	97.50
01/16/24		0.40	130.00
01/17/24		1.00	325.00
For professional services rendered		<u>11.30</u>	<u>\$ 3,672.50</u>
Courtesy Discount			<u>(1,172.50)</u>
Balance Due			<u>\$ 2,500.00</u>

Keith D. Messerschmidt, CPA/ABV

September 26, 2025

Haines Law Group, APC
c/o Andrew Rowbotham, Esquire
2155 Campus Drive, Suite 180
El Segundo, CA 90245

Valuation/Litigation CLIENT #

RE: Mendoza vs. Desert Valley Date. LLC / Joolies, LLC and Subsidiaries -- Professional S

	<u>Hours</u>	<u>Amount</u>
05/27/24	0.20	65.00
05/31/24	0.25	81.25
08/19/24	0.40	130.00
		-
08/19/24	0.50	162.50
08/19/24	0.35	113.75
08/19/24	0.40	130.00
08/20/24	0.45	146.25
08/20/24	0.30	97.50
08/21/24	0.30	97.50
08/21/24	0.30	97.50
08/21/24	0.55	178.75
08/21/24	0.40	130.00
08/21/24	0.30	97.50

September 26, 2025

08/21/24		0.60	195.00
08/21/24		0.30	97.50
08/27/24		0.25	81.25
08/27/24		0.25	81.25
08/28/24		0.30	97.50
04/05/25		0.40	130.00
04/05/25		0.50	162.50
04/05/25		0.40	130.00
04/05/25		0.50	162.50
04/05/25		0.30	97.50
04/05/25		0.30	97.50
04/05/25		0.40	130.00
04/07/25		0.50	162.50
04/08/25		1.00	<u>No Charge</u>

For professional services rendered

10.70

\$ 3,152.50

Balance Due

\$ 3,152.50